

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-363

Agenda No. 10.A

Approved: APR 25 2018

TITLE:

RESOLUTION TO CANCEL AND REFUND TAX SALE CERTIFICATE #2014-2470

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, SBMUNICUST%LBHONEYBADGERLLC is the holder of tax sale certificate 2014-2470 on Block 22901, Lot 17, located on 16 College Street, and;

WHEREAS, the Hudson County Board of Taxation Tax Appeal No. 06-1403216LA, Issued on December 23, 2014 cancelled the 2014 property taxes on Block 22901, Lot 17 and changed the property to tax exempt status, and;

WHEREAS, the Tax Collector did not make the changes to the account as required by the issuing of the Hudson County Board of Taxation Tax Appeal No. 06-1403216LA until August 8th, 2017, a refund is due to the Lienholder, and:

WHEREAS, Tax Sale Certificate 2014-2470 was sold for unpaid 2014 charges, Tax Sale Certificate 2014-2470 needs to be cancelled and the Lienholder, SBMUNICUST%LBHONEYBADGERLLC, shall be refunded the charges paid and the interest that is due from December 18th, 2014 to May 9th 2018, a total of \$9,374.81

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Jersey City, County of Hudson, State of New Jersey, that Tax Sale Certificate 2014-2475 be cancelled and the lienholder be refunded \$13,276.52

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Tax Collector.



APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: B. M. M.
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rafael R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION TO CANCEL AND REFUND TAX SALE CERTIFICATE 2014-2470

Initiator

Department/Division	Administration	Tax Collector
Name/Title	Anne Doyle	Tax Collector
Phone/email	201-547-5120/ad Doyle@jcnj.org	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Property taxes were cancelled by the Hudson County Tax Board in December of 2014, shortly after the 2014 tax sale was held. The adjustments due to the tax appeal were not applied to the tax account until August of 2017. This resolution will cancel the Lien and authorize the refund of the payments and interest due to the lienholder.

I certify that all the facts presented herein are accurate.

B. J. Webb
Signature of Department Director

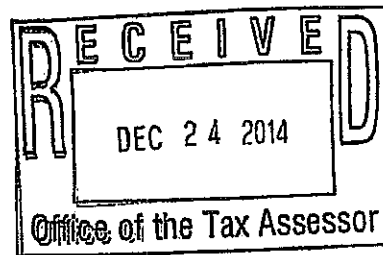
4/18/18
Date

Assessor Copy

HUDSON COUNTY BOARD OF TAXATION

Appeal No. 06-1403216LA
2014 Curr. Yr. AAMEMORANDUM
OF
JUDGMENT

188888

N.J. EDUCATIONAL FACILITIES AUT
133 FRANKLIN COR. RD.
LAWRENCEVILLE, N.J. 08648N.J. EDUCATIONAL FACILITIES AUT
Petitioner

vs

JERSEY CITY
RespondentAppealing District JERSEY CITYBlock 22901Address 16 COLLEGE ST.Lot 17 Year 2014A duly verified Petition of Appeal having been filed with the Hudson County Board of Taxation and said appeal having been heard and considered,
It is on this day 12/22/14 ORDERED that Judgment be entered as follows:

ORIGINAL ASSESSMENT

Land	\$	<u>20,500</u>
Improvement	\$	<u>83,600</u>
Abatement	\$	<u>0</u>
Total	\$	<u>104,100</u>
Prorated for		<u>12</u> months
Prorated Amount	\$	<u>104,100</u>

Original Property Class 2JUDGMENT CODE # 15 Added Assmt Removed
(See Reverse Side)

EXEMPTION GRANTED

(Explanation for codes 1E and 5F)

ATTEST:

Date Mailed 12/23/14

Date Judgment Entered and Mailed by County Board of Taxation

(a) A record shall be maintained noting the date each judgment is mailed. (b) Each Judgment shall be stamped with the date of entry and date mailed.

JUDGMENT

Land	\$	<u>0</u>
Improvement	\$	<u>0</u>
Abatement	\$	<u>0</u>
Total	\$	<u>0</u>
Prorated for		<u>0</u> months
Prorated Amount	\$	<u>0</u>

Judged Property Class 15A

COMMISSIONERS' SIGNATURES

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

CITY OF JERSEY CITY

4/12/2018 3:35:16 PM

280 GROVE ST.

ROOM# 101

JERSEY CITY, NJ 07302

OUTSIDE LIEN REDEMPTION STATEMENT

Lien Holder: SBMUNICUST%LBHONEYBADGERLLC
P.O. BOX 37531
BALTIMORE, MD

21297

Owner: NEW JERSEY CITY UNIVERSITY
2039 KENNEDY BLVD
JERSEY CITY, NJ

07305

Property Location: 16 COLLEGE ST.

Block: 22901

Lot: 00017

Qual:

Account #: 188888 Certificate #: 2014-2470

Premium: .00 Bid Percent: 18.0000 Date of Sale: 12/18/2014 Redemption Date: 05/09/2018

CERTIFICATE AMOUNT

Principal: 7,772.11 Tax Sale Interest: 163.06 Cost of Sale: 100.00 Certificate Amount: 8,035.17
Interest on Certificate is 1,221 Days @ 18.0000 % 4,905.46

ORIGINAL CERTIFICATE DETAILS

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
ADDED/OMITTED BILL	2013	4	12/18/2014	7,772.11	4,744.87	12,516.98
LIEN COST OF SALE BILL	2014	4	12/18/2014	100.00	61.05	161.05
LIEN TAX SALE INT-BILL	2014	4	12/18/2014	344.92	210.57	555.49
ADDED BILL	2014	4	12/18/2014	7,738.79	4,724.53	12,463.32
LIEN TAX SALE INT.B/ADJ	2014	4	12/18/2014	181.86	144.03	292.89
ADDED BIL ADJ	2014	4	12/18/2014	7,738.79	4,724.53	12,463.32
Subtotals :				8,035.17	4,905.46	12,940.63

REDEMPTION FEES, SUBSEQUENT CHARGES, CURRENT TAXES

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
STAT PENALTY BILL	2018	1	05/09/2018	321.41	.00	321.41
LEGAL FEE BILL	2018	1	06/02/2017	500.00	.00	500.00
RECORDING FEE BILL	2018	1	12/18/2014	43.00	.00	43.00
SEARCH FEE BILL	2018	1	12/18/2014	12.00	.00	12.00
Subtotals :				876.41	.00	876.41

Redemption Good Thru: 05/09/2018 Total Redemption Amount: 8,911.58 4,905.46 13,817.04

** The Above Quote is Subject To Change If Lien Holder Pays Subsequent Delinquent Charges **

** Please Make All Checks Payable To City of Jersey City **

** Payment Must Be Made With Guaranteed Funds; **

** Cash, Certified Check, Money Order, or Cashier's Check. **

** Remit Payments To The Above Address -- Attn: Anthony Esposito **

7,772.11+

100.00+

344.92+

4,744.87+

61.05+

210.57+

43.00+

007

13,276.52*+

0.*

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-364

Agenda No. 10.B

Approved: APR 25 2018

TITLE:



RESOLUTION TO CANCEL AND REFUND TAX SALE CERTIFICATE #2014-2471

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, SBMUNICUST%LBHONEYBADGERLLC is the holder of tax sale certificate 2014-2471 on Block 22901, Lot 19, located on 20 College Street, and;

WHEREAS, the Hudson County Board of Taxation Tax Appeal No. 06-1403217LA, issued on December 23, 2014 cancelled the 2014 property taxes on Block 22901, Lot 19 and changed the property to tax exempt status, and;

WHEREAS, the Tax Collector did not make the changes to the account as required by the issuing of the Hudson County Board of Taxation Tax Appeal No. 06-1403217LA until August 8th, 2017, a refund is due to the Lienholder, and;

WHEREAS, Tax Sale Certificate 2014-2471 was sold for unpaid 2014 charges, Tax Sale Certificate 2014-2471 needs to be cancelled and the Lienholder, SBMUNICUST%LBHONEYBADGERLLC, shall be refunded the charges paid and the interest that is due from December 18th, 2014 to May 9th 2018, a total of \$13,276.52.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Jersey City, County of Hudson, State of New Jersey, that Tax Sale Certificate 2014-2471 be cancelled and the lienholder be refunded \$13,276.52.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Tax Collector.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: B. M. V. A.

Business Administrator

[Signature]

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION TO CANCEL AND REFUND TAX SALE CERTIFICATE 2014-2471

Initiator

Department/Division	Administration	Tax Collector
Name/Title	Anne Doyle	Tax Collector
Phone/email	201-547-5120/ad Doyle@jcnj.org	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Property taxes were cancelled by the Hudson County Tax Board in December of 2014, shortly after the 2014 tax sale was held. The adjustments due to the tax appeal were not applied to the tax account until August of 2017. This resolution will cancel the Lien and authorize the refund of the payments and interest due to the lienholder.

I certify that all the facts presented herein are accurate.

Brian K. K.
Signature of Department Director

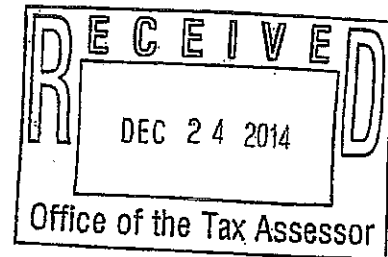
4/18/18
Date

Assessor Copy

HUDSON COUNTY BOARD OF TAXATION

Appeal No. 06-1403217LA
2014 Curr. Yr. AAMEMORANDUM
OF
JUDGMENT

188904

N.J. EDUCATIONAL FACILITIES AUT
133 FRANKLIN COR. RD.
LAWRENCEVILLE, N.J. 08648N.J. EDUCATIONAL FACILITIES AUT
Petitioner

vs

JERSEY CITY
RespondentWard District JERSEY CITY
Block 22901Address 20 COLLEGE ST.
Lot 19 Year 2014A duly verified Petition of Appeal having been filed with the Hudson County Board of Taxation and said appeal having been heard and considered.
It is on this day 12/22/14 ORDERED that Judgment be entered as follows:

ORIGINAL ASSESSMENT

Land	\$	<u>20,500</u>
Improvement	\$	<u>83,600</u>
Abatement	\$	<u>0</u>
Total	\$	<u>104,100</u>
Prorated for		<u>12</u> months
Prorated Amount	\$	<u>104,100</u>
Original Property Class		<u>2</u>

JUDGMENT CODE # 15 Added Assmt Removed
(See Reverse Side)

EXEMPTION GRANTED

(Explanation for codes 1E and 5F)

ATTEST:

Date Mailed 12/23/14

Date Judgment Entered and Mailed by County Board of Taxation

(a) A record shall be maintained noting the date each judgment is mailed. (b) Each Judgment shall be stamped with the date of entry and date mailed.

JUDGMENT

Land	\$	<u>0</u>
Improvement	\$	<u>0</u>
Abatement	\$	<u>0</u>
Total	\$	<u>0</u>
Prorated for		<u>0</u> months
Prorated Amount	\$	<u>0</u>
Judged Property Class		<u>15A</u>

COMMISSIONERS' SIGNATURES

John E. Don

[Signature]

[Signature]

[Signature]

[Signature]

CITY OF JERSEY CITY

4/12/2018 4:21:20 PM

280 GROVE ST.

ROOM# 101

JERSEY CITY, NJ 07302

OUTSIDE LIEN REDEMPTION STATEMENT

Lien Holder: SBMUNICUST%LBHONEYBADGERLLC
P.O. BOX 37531
BALTIMORE, MD 21297

Owner: NEW JERSEY CITY UNIVERSITY
2039 KENNEDY BLVD
JERSEY CITY, NJ 07305

Property Location: 20 COLLEGE ST.

Block: 22901 Lot: 00019 Qual: Account #: 188904 Certificate #: 2014-2471

Premium: .00 Bid Percent: 18.0000 Date of Sale: 12/18/2014 Redemption Date: 05/09/2018

CERTIFICATE AMOUNT

Principal: 7,772.11 Tax Sale Interest: 163.06 Cost of Sale: 100.00 Certificate Amount: 8,035.17
Interest on Certificate is 1,221 Days @ 18.0000 % 4,905.46

ORIGINAL CERTIFICATE DETAILS

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
ADDED/OMITTED BILL	2013	4	12/18/2014	7,772.11	4,744.87	12,516.98
LIEN COST OF SALE BILL	2014	4	12/18/2014	100.00	61.05	161.05
LIEN TAX SALE INT BILL	2014	4	12/18/2014	344.92	210.57	555.49
ADDED BILL	2014	4	12/18/2014	7,738.79	4,724.53	12,463.32
LIEN TAX SALE INT.B/ADJ	2014	4	12/18/2014	181.86	141.03	292.89
ADDED BIL ADJ	2014	4	12/18/2014	7,738.79	4,724.53	12,463.32
Subtotals :				8,035.17	4,905.46	12,940.63

REDEMPTION FEES, SUBSEQUENT CHARGES, CURRENT TAXES

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
STAT PENALTY BILL	2018	1	05/09/2018	321.41	.00	321.41
LEGAL FEE BILL	2018	1	06/02/2017	500.00	.00	500.00
RECORDING FEE BILL	2018	1	12/18/2014	43.00	.00	43.00
SEARCH FEE BILL	2018	1	12/18/2014	12.00	.00	12.00
Subtotals :				876.41	.00	876.41

Redemption Good Thru: 05/09/2018 Total Redemption Amount: 8,911.58 4,905.46 13,817.04

** The Above Quote is Subject To Change If Lien Holder Pays Subsequent Delinquent Charges **

** Please Make All Checks Payable To City of Jersey City **

** Payment Must Be Made With Guaranteed Funds; **

** Cash, Certified Check, Money Order, or Cashier's Check. **

** Remit Payments To The Above Address -- Attn: Anthony Esposito **

0 * *

7,772.11 +

100.00 +

344.92 +

4,744.87 +

61.05 +

210.57 +

43.00 +

007

13,276.52 * +

0 * *

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-365

Agenda No. 10.C

Approved: APR 25 2018

TITLE:

RESOLUTION TO CANCEL AND REFUND TAX SALE CERTIFICATE #2014-2475

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION



WHEREAS, SBMUNICUST%LBHONEYBADGERLLC is the holder of tax sale certificate 2014-2475 on Block 22901, Lot 41, located on 64 College Street, and;

WHEREAS, the Hudson County Board of Taxation Tax Appeal No. 06-1403221LA, issued on December 23, 2014 cancelled the 2014 property taxes on Block 22901, Lot 41 and changed the property to tax exempt status, and;

WHEREAS, the Tax Collector did not make the changes to the account as required by the issuing of the Hudson County Board of Taxation Tax Appeal No. 06-1403221LA until August 8th, 2017, a refund is due to the Lienholder, and:

WHEREAS, Tax Sale Certificate 2014-2475 was sold for unpaid 2014 charges, Tax Sale Certificate 2014-2475 needs to be cancelled and the Lienholder, SBMUNICUST%LBHONEYBADGERLLC, shall be refunded the charges paid and the interest that is due from December 18th, 2014 to May 9th 2018, a total of \$9,374.81

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Jersey City, County of Hudson, State of New Jersey, that Tax Sale Certificate 2014-2475 be cancelled and the lienholder be refunded \$9,374.81

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Tax Collector.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: Bernie B.
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION TO CANCEL AND REFUND TAX SALE CERTIFICATE 2014-2475

Initiator

Department/Division	Administration	Tax Collector
Name/Title	Anne Doyle	Tax Collector
Phone/email	201-547-5120/ad Doyle@jcnj.org	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Property taxes were cancelled by the Hudson County Tax Board in December of 2014, shortly after the 2014 tax sale was held. The adjustments due to the tax appeal were not applied to the tax account until August of 2017. This resolution will cancel the Lien and authorize the refund of the payments and interest due to the lienholder.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

CITY OF JERSEY CITY

4/12/2018 5:26:27 PM

280 GROVE ST.

ROOM# 101

JERSEY CITY, NJ 07302

OUTSIDE LIEN REDEMPTION STATEMENT

Lien Holder: SBMUNICUST%LBHONEYBADGERLLC
P.O. BOX 37531
BALTIMORE, MD 21297

Owner: NEW JERSEY CITY UNIVERSITY
2039 KENNEDY BLVD.
JERSEY CITY, NJ 07305

Property Location: 64 COLLEGE ST.

Block: 22901

Lot: 00041

Qual:

Account #: 189126 Certificate #: 2014-2475

Premium: .00 Bid Percent: 4.0000 Date of Sale: 12/18/2014 Redemption Date: 05/09/2018

CERTIFICATE AMOUNT

Principal: 7,772.11 Tax Sale Interest: 163.06 Cost of Sale: 100.00 Certificate Amount: 8,035.17
Interest on Certificate is 1,221 Days @ 4.0000 % 1,090.11

ORIGINAL CERTIFICATE DETAILS

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
ADDED/OMITTED BILL	2013	4	12/18/2014	7,772.11	1,054.42	8,826.53
LIEN COST OF SALE BILL	2014	4	12/18/2014	100.00	13.57	113.57
LIEN TAX SALE INT BILL	2014	4	12/18/2014	344.92	46.79	391.71
ADDED BILL	2014	4	12/18/2014	7,738.79	1,049.89	8,788.68
LIEN TAX SALE INT.B/ADJ	2014	4	12/18/2014	181.86	24.67	206.53
ADDED BIL ADJ	2014	4	12/18/2014	7,738.79	1,049.89	8,788.68
Subtotals :				8,035.17	1,090.11	9,125.28

REDEMPTION FEES, SUBSEQUENT CHARGES, CURRENT TAXES

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
STAT PENALTY BILL	2018	1	05/09/2018	321.41	.00	321.41
LEGAL FEE BILL	2018	1	06/02/2017	500.00	.00	500.00
RECORDING FEE BILL	2018	1	12/18/2014	43.00	.00	43.00
SEARCH FEE BILL	2018	1	12/18/2014	12.00	.00	12.00
Subtotals :				876.41	.00	876.41
Redemption Good Thru: 05/09/2018			Total Redemption Amount:	8,911.58	1,090.11	10,001.69

** The Above Quote is Subject To Change If Lien Holder Pays Subsequent Delinquent Charges **

** Please Make All Checks Payable To City of Jersey City **

** Payment Must Be Made With Guaranteed Funds; **

** Cash, Certified Check, Money Order, or Cashier's Check. **

** Remit Payments To The Above Address -- Attn: Anthony Esposito **

7,772.11+
100.00+
344.92+
1,054.42+
13.57+
46.79+
43.00+
007.
9,374.81+

NJ-CB (2001)

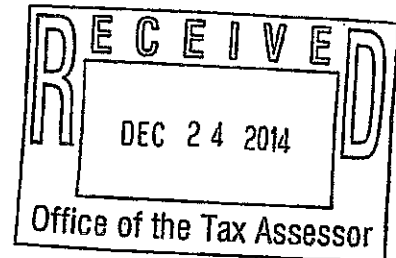
Assessor Copy

HUDSON COUNTY BOARD OF TAXATION

Appeal No. 06-1403221LA
2014 Curr. Yr. AA

MEMORANDUM
OF
JUDGMENT

N.J. EDUCATIONAL FACILITIES AUT
133 FRANKLIN COR. RD.
LAWRENCEVILLE, N.J. 08648



N.J. EDUCATIONAL FACILITIES AUT
Petitioner

vs

JERSEY CITY
Respondent

Appeal District JERSEY CITY

Block 22901

Address 64 COLLEGE ST.

Lot 41 Year 2014

A duly verified Petition of Appeal having been filed with the Hudson County Board of Taxation and said appeal having been heard and considered.
It is on this day 12/22/14 ORDERED that Judgment be entered as follows:

ORIGINAL ASSESSMENT

Land	\$	<u>17,700</u>
Improvement	\$	<u>86,400</u>
Abatement	\$	<u>0</u>
Total	\$	<u>104,100</u>
Prorated for		<u>12</u> months
Prorated Amount	\$	<u>104,100</u>

Original Property Class 2

JUDGMENT

Land	\$	<u>0</u>
Improvement	\$	<u>0</u>
Abatement	\$	<u>0</u>
Total	\$	<u>0</u>
Prorated for		<u>0</u> months
Prorated Amount	\$	<u>0</u>

Judged Property Class 15A

JUDGMENT CODE # 15 Added Assmt Removed
(See Reverse Side)

EXEMPTION GRANTED

(Explanation for codes 1E and 5F)

ATTEST:

Date Mailed 12/23/14
Date Judgment Entered and Mailed by County Board of Taxation

COMMISSIONERS' SIGNATURES

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

(a) A record shall be maintained noting the date each judgment is mailed. (b) Each Judgment shall be stamped with the date of entry and date mailed.

CITY OF JERSEY CITY

4/12/2018 4:21:20 PM

280 GROVE ST.

ROOM# 101

JERSEY CITY, NJ 07302

OUTSIDE LIEN REDEMPTION STATEMENT

Lien Holder: SBMUNICUST%LBHONEYBADGERLLC
P.O. BOX 37531
BALTIMORE, MD

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Owner: NEW JERSEY CITY UNIVERSITY
2039 KENNEDY BLVD
JERSEY CITY, NJ

07305

Property Location: 20 COLLEGE ST.

Block: 22901

Lot: 00019

Qual:

Account #: 188904 Certificate #: 2014-2471

Premium: .00 Bid Percent: 18.0000 Date of Sale: 12/18/2014 Redemption Date: 05/09/2018

CERTIFICATE AMOUNT

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LIEN TAX SALE INT.B/ADJ	2014	4	12/18/2014	481.86	444.93	292.89
ADDED BILADJ	2014	4	12/18/2014	7,738.79	4,724.53	12,463.32
Subtotals :				8,035.17	4,905.46	12,940.63

REDEMPTION FEES, SUBSEQUENT CHARGES, CURRENT TAXES

Bill Type:	Year	Qtr.	Due Date	Principal	Interest	Total
STAT PENALTY BILL	2018	1	05/09/2018	321.41	.00	321.41
LEGAL FEE BILL	2018	1	06/02/2017	500.00	.00	500.00
RECORDING FEE BILL	2018	1	12/18/2014	43.00	.00	43.00
SEARCH FEE BILL	2018	1	12/18/2014	12.00	.00	12.00
Subtotals :				876.41	.00	876.41

Redemption Good Thru: 05/09/2018 Total Redemption Amount: 8,911.58 4,905.46 13,817.04

** The Above Quote is Subject To Change If Lien Holder Pays Subsequent Delinquent Charges **

** Please Make All Checks Payable To City of Jersey City **

** Payment Must Be Made With Guaranteed Funds; **

** Cash, Certified Check, Money Order, or Cashier's Check. **

** Remit Payments To The Above Address -- Attn: Anthony Esposito **

0 * *

7,772.11+

100.00+

344.92+

4,744.87+

61.05+

210.57+

43.00+

007

13,276.52*+

0 * *

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-366

Agenda No. 10.D

Approved: APR 25 2018

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 229 GARFIELD AVENUE, A/K/A BLOCK 29403, LOT 25, F/K/A BLOCK 1422, LOT 1.A

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, on October 31, 2007, Carmelo Rivera and Maria Rivadeneira (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$40,000.00 made under the Golden Neighborhoods Homeownership Program; and

WHEREAS the Second Mortgage was recorded in Book 16430 at Page 00125 of the Register of Deeds for Hudson County on November 7, 2007; and

WHEREAS, the loan self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 229 Garfield Avenue, Jersey City, also known as Block 29403, Lot 25, f/k/a Block 1422, Lot 1.A; and

WHEREAS, according to the Division of Community Development, the Borrower has paid the City the sum of \$20,000.00, which represents pay-off amount of the City's loan, and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$40,000.00 affecting 229 Garfield Avenue, Jersey City, also known as Block 29403, Lot 25, f/k/a Block 1422, Lot 1.A.

JML/he
4/06/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: Bernie M. Lavarro
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Authorizing The Business Administrator to Execute A Discharge Of Mortgage affecting 229 Garfield Avenue, A.K.A. Block 29403, Lot 25 and F.K.A. Block 1422, Lot 1.A.

Initiator

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of City's mortgage because they have met the mortgage requirements under GNHP program.

I certify that all the facts presented herein are accurate.


Signature of Department Director

 4-17-18
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-367

Agenda No. 10.E

Approved: APR 25 2018

TITLE:

A RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY DAY WAITING PERIOD PRIOR TO THE EFFECTIVE DATE OF CITY ORDINANCE 18-031 PURSUANT TO N.J.S.A. 40:69A-181(B)



**COUNCIL
FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, at its meeting of April 11, 2018. The Municipal Council adopted Ordinance 18-031 authorizing the City of Jersey City as Tenant, to extend for a two month term a Lease Agreement with 199-201 Summit Avenue, LLC and as Landlord for Health & Human Services located at 199-205 Summit Avenue; and

WHEREAS, N.J.S.A. 40:69A-181(b) provides for a 20-day period prior to the effective date of an ordinance after adoption unless the Municipal Council, by resolution, declares an emergency; and

WHEREAS, it is necessary that this ordinance becomes effective immediately in order to ensure that the rent will be paid on the 1st of each month as required by Ordinance #18-031.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. An emergency is hereby declared for the reasons set forth herein and on the record.
2. Pursuant to N.J.S.A. 40:69A-181(b) the 20-day waiting period prior to the effective date of Ordinance 18-031 is hereby waived so that this Ordinance may become effective immediately.

PR

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY DAY WAITING PERIOD PRIOR TO THE EFFECTIVE DATE OF CITY ORDINANCE 18-031 PURSUANT TO N.J.S.A. 40-69A-181(b).

Initiator

Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	Real Estate Manager
Phone/E-Mail	(201) 547-5234	

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance/Resolution Purpose

Ordinance 18-031 authorizes the City to extend a two month term Lease Agreement with 199-201 Summit Avenue, LLC for office space at 199-205 Summit Avenue for HHS Division of WIC which is waiting for furniture before moving into the new City Hall Annex. The Ordinance and Agreement indicate that rent shall be payable on the first day of the month. The waiver of the twenty-day waiting period allows payments to be made in a timely fashion.

I certify that all the facts presented herein are accurate.

Ron Miller

Signature of Department Director

4/18/18

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-368

Agenda No. 10.F

Approved: APR 25 2018

TITLE:



RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY DAY WAITING PERIOD PRIOR TO THE EFFECTIVE DATE OF CITY ORDINANCE 18-032, AMENDING AND SUPPLEMENTING CHAPTER 105 (BUILDING DEMOLITION) PURSUANT TO N.J.S.A. 40:69A-181(b)

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, at its meeting of April 25, 2018, the Municipal Council adopted Ordinance 18-032 amending and supplementing Chapter 105 (Building Demolition) of the Jersey City Municipal Code, by implementing new regulations for building demolition; and

WHEREAS, N.J.S.A. 40:69A-181(b) provides for a 20-day period prior to the effective date of an ordinance after adoption unless the Municipal Council, by resolution, declares an emergency; and

WHEREAS, it is necessary that this ordinance becomes effective immediately to allow these new regulations to be implemented and established as the City's new demolition ordinance, which is also in the best interest of the City of Jersey City.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. An emergency is hereby declared for the reasons set forth herein and on the record; and
2. Pursuant to N.J.S.A. 40:69A-181(b) the 20-day waiting period prior to the effective date of Ordinance 18-032, amending and supplementing Chapter 105 (Building Demolition), is hereby waived so that this Ordinance may become effective immediately.

BD/he
4/17/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: Brian Koff
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY DAY WAITING PERIOD PRIOR TO THE EFFECTIVE DATE OF CITY ORDINANCE 18-032, AMENDING AND SUPPLEMENTING CHAPTER 105 (BUILDING DEMOLITION) PURSUANT TO N.J.S.A. 40:69A-181(b)

Initiator

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	(201) 547-4667	PBaker@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

It is necessary that Ordinance 18-032 becomes effective immediately to allow these new regulations to be implemented and established as the City's new demolition ordinance, which is also in the best interest of the City of Jersey City.

I certify that all the facts presented herein are accurate.



Signature of Department Director

4/19/18
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-369
Agenda No. 10.6
Approved: APR 25 2018
TITLE:



RESOLUTION CORRECTING THE EXPIRATION DATE OF THE TERM OF OFFICE OF CARLO ABAD, CHIEF JUDGE OF MUNICIPAL COURT JUDGE OF THE CITY OF JERSEY CITY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 17-485, reappointing **Carlo Abad**, as Chief Judge of the **Jersey City Municipal Court** of the on June 14, 2017 for a term to commence upon adoption of a resolution and expire on July 15, 2020, pursuant to N.J.S.A. 2B:12-4(a); and

WHEREAS, this resolution incorrectly stated the expiration date of Mr. Abad's term as July 15, 2020.

WHEREAS, pursuant to N.J.S.A. 2B:12-4(a), an appointment for an expired term is for a full three (3) year term and it is desired to correct those errors to conform with the statute.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the term of reappointment of **Carlo Abad** as Chief Judge of the **Jersey City Municipal Court** has commenced and will expire on **June 14, 2020**.

RB:sjg

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *Don M. A.*

Business Administrator

Robert Byrne
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4-25-18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-370

Agenda No. 10.H

Approved: APR 25 2018

TITLE:



RESOLUTION APPOINTING J. NICHOLAS STRASSER AS A MEMBER OF THE JERSEY CITY INSURANCE FUND COMMISSION

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated April 16, 2018, that he has appointed **J. Nicholas Strasser** of 35 Columbia Terrace, Weehawken, New Jersey, 07086, to serve as a member of the Jersey City Insurance Fund Commission pursuant to the provisions of N.J.S.A. 40a:10-8, for a term to commence immediately upon adoption of this resolution and expire on August 17, 2019.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the appointment of **J. Nicholas Strasser** as a member of the **Jersey City Insurance Fund Commission** of the above-mentioned term is hereby advised and consented to pursuant to law.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	Abstent		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP
MAYOR OF JERSEY CITY

April 16, 2018

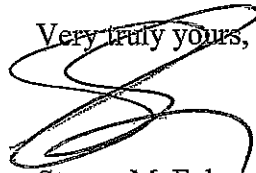
Council President and
Members of the Municipal Council
280 Grove Street
Jersey City, N.J. 07302

Dear Council President and Members:

Kindly be advised that I have appointed J. Nicholas Strasser, of 35 Columbia Terrace, Weehawken, New Jersey, 07086 to serve as a **Commissioner** of the **Jersey City Insurance Fund Commission**.

I respectfully request your advice and consent to this appointment.

Very truly yours,



Steven M. Fulop
Mayor

SMF/mp

cc: Steven M. Fulop, Mayor
Mark Albiez, Chief of Staff
Peter Baker, Corporation Counsel
Brian Platt, Business Administrator
Robert Byrne, City Clerk
Matthew Hogan, Risk Management

J. NICHOLAS STRASSER
35 Columbia Terrace
Weehawken, NJ 07086

LICENSURE **Licensed to practice law in New Jersey and Pennsylvania**

EXPERIENCE

Chasan Lamparello Mallon & Cappuzzo, PC, Secaucus, New Jersey, January 2013 – present

Associate, January 2013 – present

- Civil litigation attorney representing insurance companies and their clients in tort-based liability matters.
- Handled all matters from inception to conclusion to include pleadings, depositions, motions, arbitrations, settlement negotiations, trials, and appeals.
- Successfully resolved over 250 cases.

Hudson County Prosecutor's Office, Jersey City, New Jersey, September 2009 – December 2012

Assistant Prosecutor, September 2009 – December 2012

- Prosecuted various felony level cases to include sex crimes, domestic violence, drug offenses, weapons offenses, and two homicides.
- All non-homicide cases handled from grand jury presentation through trial or plea; experience includes trials, motion practice, and plea negotiations.
- Successfully resolved over 150 cases.

United States Army Judge Advocate General's Corps, January 2005 – June 2009

- Awards include the Bronze Star, Meritorious Service Medal, Army Commendation Medal, Army Achievement Medal, and the Iraq Campaign Medal.

United States Military Academy, West Point, New York, January 2008 – June 2009

United States Corps of Cadets Legal Counsel, June 2008 – June 2009

- Served as principal legal advisor for the Commandant of Cadets, a brigadier general, and 38 subordinate commanders; advised on matters relating to military justice, cadet administrative matters, and the Cadet Honor System.
- Prosecuted courts-martial; researched and drafted motions on matters such as double jeopardy, jurisdiction, discovery, and due process.

Administrative Law Attorney, January 2008 – June 2008

- Advised senior leaders and staff regarding Government ethics, fiscal law, privacy law, environmental law, and general administrative law.
- Served as a Hearing Advisor, a quasi-judicial role, for cases involving violations of the Cadet Honor Code.

1st Cavalry Division, Fort Hood, Texas and Camp Taji, Iraq, April 2005 – January 2008

Trial Counsel/International Law Attorney, 1st Air Cavalry Brigade, July 2006 – January 2008

- Deployed in support of Operation Iraqi Freedom, October 2006 – December 2007.
- Served as the military justice advisor to the brigade commander and 36 subordinate commanders in a brigade of over 2,700 soldiers.

- Litigated courts-martial including contested cases and guilty pleas as prosecutor; drafted charges, presented pretrial motions, prepared cases for trial by reviewing documents and interviewing victims and witnesses; argued cases before military judges and a jury.
- Litigated administrative separation boards and a flight evaluation board on behalf of the Government.
- Briefed brigade soldiers and commanders on the Rules of Engagement in Iraq and the practical application of the rules in a deployed environment.

Administrative Law Attorney, September 2005 – July 2006

- Served as Government labor counselor for equal employment opportunity complaint investigations.
- Provided legal reviews for policy letters and various types of investigations.
- Served as a part-time military magistrate; responsible for deciding pretrial confinement cases and authorizing searches.
- Assisted the three general officers of the 1st Cavalry Division in filing their financial disclosure documents.

Legal Assistance Attorney, April 2005 – September 2005

- Delivered legal advice to a client population of 39,000 soldiers and family members regarding family law, estate planning, landlord tenant disputes, consumer law, and military benefits.

LEGAL INTERNSHIPS

Pennsylvania Governor's Office of General Counsel (OGC) Summer Intern, May to August 2003

- Worked for six weeks with the Chief Counsel's Office of the Pennsylvania State Police developing responses to subpoenas, researching legal ramifications to potential policy changes, and preparing internal documents for release to the media.
- Spent six weeks with the Real Property Division of the Department of Transportation, researching and writing memoranda and briefs on eminent domain and right of way issues.

Camden County Prosecutor's Office Summer Intern, June to August 2002

- Worked in the motions unit writing legal briefs in response to motions to suppress and writing memoranda detailing changes in New Jersey search and seizure laws.
- Worked with the grand jury unit assisting with pre-indictment plea agreements.

EDUCATION

Temple University, Beasley School of Law, Philadelphia, Pennsylvania Juris Doctor – May 2004

- Treasurer, Student Bar Association
- Secretary, Moot Court Honor Society
- Research Editor, Temple Environmental Law and Technology Journal
- Teaching Assistant, Legal Research and Writing
- President, Law Democrats

Lehigh University, Bethlehem, Pennsylvania

Bachelor of Arts in International Relations – June 2001

Graduated with high honors, departmental honors and College Scholar honors

- Student Associate, Martindale Center for the Study of Private Enterprise
- Phi Beta Kappa, Phi Beta Delta, and Phi Eta Sigma Honor Societies
- Who's Who Among Students in America's Universities and Colleges
- President, College Democrats

University of Nottingham, Nottingham, England

Study Abroad, February to June 1999

- Areas of Study: American Literature, European Politics, and Russian Foreign Policy

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-371

Agenda No. 10.1

Approved: APR 25 2018

TITLE:

A RESOLUTION RECOGNIZING THE MONTH OF APRIL AS SIKH AWARENESS & APPRECIATION MONTH



COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, The Sikh community, which originated in Punjab, India and began immigrating into the United States over 100 years ago, has played an important role in developing this country and this State; and

WHEREAS, Sikhism is the world's fifth largest religion with nearly 30 million adherents, including roughly 500,000 in the United States; and

WHEREAS, Founded by Guru Nanak in the 15th century, the Sikh monotheistic tradition teaches its adherents to practice the universal principles of truthful living, service to humanity, and devotion to God, believing that every human being, regardless of race, gender, or creed, is equal in the eyes of God, Sikhism emerged as a pioneer of social justice, with female participation in religious ceremonies widely encouraged and inter-faith efforts to fight oppression regularly pursued; and

WHEREAS, The religion's emphasis on loving service to humanity also inspires Sikhs in New Jersey to make lasting social contributions, such as providing free food to the less fortunate through the annual "Let's Share a Meal" event in Camden and Jersey City; and

WHEREAS, Despite their progressive principles and charitable deeds, the American Sikh community commonly experiences discrimination, often by individuals who are unaware of the beliefs and practices of the faith, and national rates of anti-Sikh bigotry rose dramatically following the September 11th terrorist attacks; and

WHEREAS, Sikhs disproportionately experience school bullying, with estimates indicating that over 50 percent of all Sikh children, and roughly 67 percent of turbaned-Sikh children, endure physical or verbal abuse while at school; and

WHEREAS, Although the Sikh American community continues to peacefully overcome each attack on its cultural identity, the State of New Jersey was compelled to promote public awareness of the Sikh faith and memorialize the lasting contributions of its Sikh residents by formally designating April of every year as **Sikh Awareness and Appreciation Month**; and

WHEREAS, the City of Jersey City is proud to join with the State of New Jersey to designate the month of April as **Sikh Awareness and Appreciation Month** to celebrate its Sikh community and combat anti-Sikh bigotry;

NOW, THEREFORE, BE IT RESOLVED by the Members of the Jersey City Municipal Council that the month of April is hereby designated as **Sikh Awareness and Appreciation Month** to promote public awareness of the Sikh faith, recognize the important contributions of the Sikh community, and combat anti-Sikh bigotry.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: Brian H. Hoff
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-372
10 J
 Agenda No. _____
 Approved: APR 25 2018



TITLE: A RESOLUTION HONORING SENATOR M. TERESA RUIZ ON THE OCCASION OF THE 2018 WOMEN'S HISTORY MONTH CLOSING RECEPTION

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, M. Teresa Ruiz is a first-generation Puerto Rican American, and in 2007 became the first Latina ever to be elected to the New Jersey State Senate; and,

WHEREAS, a strong advocate for equal rights, **Senator Ruiz** sponsored the Higher Education Citizenship Equality Act to reverse the state's policy of denying native-born students access to state tuition assistance if their parents were undocumented immigrants; and,

WHEREAS, Senator Ruiz serves as Assistant Senate Majority Leader and chairs the Senate Education Committee, where she initiated a statewide conversation about reforming the state's teacher tenure laws, generating the framework for legislation she sponsored to overhaul New Jersey's 100-year-old statute; and,

WHEREAS, Senator Ruiz has sponsored numerous laws to improve New Jersey schools, creating new standards for grade-school emergency drills and requiring fire safety and evacuation guidelines for college campuses; helping to authorize \$3.9 billion in funding for school construction primarily allocated to low-income school districts; advocating for the state's inter-district public school choice program; and sponsoring a law permitting community colleges and vocational technical schools to implement green jobs training programs; and,

WHEREAS, in addition to her Education agenda, **Senator Ruiz** has pursued criminal justice initiatives, sponsoring a law prohibiting the purchase of more than one handgun per month, and sponsoring a law enabling inmates and formerly incarcerated people to obtain information and services to foster rehabilitation and reduce recidivism rates; and,

WHEREAS, Senator Ruiz was the prime sponsor of Jaden's Law, which promotes bone marrow and blood stem cell donation awareness, as well as a law to create the New Jersey Advisory Council on End-of-Life Care to provide recommendations to more effectively meet the special needs of persons who are approaching the end of life; and,

WHEREAS, in addition to her prolific legislative career, **Senator Ruiz** is a founding member of the Robert Treat Academy, served as a Trustee of the Essex County Technical-Vocational School board, is vice chair of the Essex County Democratic Party, and deputy chief of staff to Essex County Executive Joseph N. DiVincenzo Jr.

NOW, THEREFORE, BE IT RESOLVED that the Members of the Jersey City Municipal Council hereby recognize and honor New Jersey State **Senator M. Teresa Ruiz**, an example of the results that can be achieved through hard work, and a living representation of the mantra "Nevertheless, She Persisted."

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
 Business Administrator

[Signature]
 Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	<i>ABSENT</i>		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
 Rolando R. Lavarro, Jr., President of Council

[Signature]
 Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-373

Agenda No. 10.K

Approved: APR 25 2018

TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 8:00 A.M. AND ENDING 10:00 P.M. SATURDAY, May 5, 2018 FOR THE PURPOSE OF THE SURATI HOLI HAI 2018

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from Surati for Performing Arts to close Exchange Place beginning 8:00 a.m. and ending 10:00 p.m. Saturday, May 5, 2018 for the purpose of the Surati Holi Hai 2018; and

WHEREAS, in accordance with the provisions of Section 122-8, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-8 be waived; and

WHEREAS, the request to close Exchange Place does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D); 296-72(B)(2) and 122-2(C) as the event as the event is sponsored by a non-resident and the event will start earlier than 10:00 a.m., the permitted time; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-72 and 122-2 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 8:00 a.m. and ending 10:00 p.m. Saturday, May 5, 2018.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature] (for)
Municipal Engineer

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

AV:pcj
(04.05.18)

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 8:00 A.M. AND ENDING 10:00 P.M. SATURDAY, MAY 5, 2018 FOR THE PURPOSE OF THE SURATI HOLI HAI 2018

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E., at the request of Rimli Roy on behalf of Surati for Performing Arts, 31 River Ct #219, JCNJ 201.798.2650	Director of Traffic & Transportation
Phone/email	201.547.4470	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

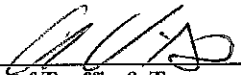
Resolution Purpose

AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING 8:00 A.M. AND ENDING 10:00 P.M. SATURDAY, MAY 5, 2018

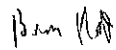
FOR THE PURPOSE OF THE SURATI HOLI HAI 2018

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

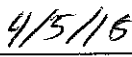
I certify that all the facts presented herein are accurate.




Director of Traffic & Transportation



Department Director



Date



Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
ACTING BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: April 5, 2018

TO: Jeremy Farrell, Corporation Counsel ✓
Brian D. Platt, Acting Business Administrator
Robert Byrne, City Clerk
Councilman James Solomon, Ward E
Director James Shea, Department of Public Safety

FROM: Patricia Logan, Engineering Aide
Division of Engineering, Traffic and Transportation

SUBJECT: **PROPOSED STREET CLOSING RESOLUTION**

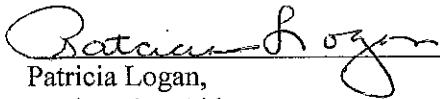
Attached for your review, is a Resolution proposed by this Division, (for Municipal Council approval), authorizing the closing of the following street:

- Exchange Place, beginning 8:00 a.m. and ending 10:00 p.m., on Saturday, May 5, 2018.

The street closing was requested by Rimli Roy on behalf of Surati for Performing Arts. The purpose of the event is for the Surati Holi Hai 2018. This event has been held in the past at Exchange Place.

Councilman Solomon has been advised of the proposed street closing via E Mail as well. (Copy attached) It is anticipated this Resolution will be on the Agenda for the April 25, 2018 Municipal Council Meeting

If you have any questions regarding this Resolution, please feel free to contact Monte Zucker at MONTE@jcnj.org or at extension 4469.


Patricia Logan,
Engineering Aide


Andrew Vischio, PE
Director of Traffic & Transportation

C: Jose R. Cunha, PE, C.M.E., C.P.W.M., C.R.P., Municipal Engineer
Mark Albiez, Chief of Staff
Michael Kelly, Chief of Police
Steven McGill, Fire Chief
Patricia Cassidy, Captain, East District
Mary Spinello-Paretti, Director, Parking Enforcement Division, Department of Public Safety
Council President Lavarro, Jr. Councilwoman Watterman Councilman Rivera
Councilwoman Ridley Councilwoman Prinz-Arey Councilman Boggiano
Councilman Yun Councilman Robinson

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Exchange Pl

BEGINS/ENDS: 8AM/10PM Saturday, May 5, 2018

TITLE OF EVENT: Surati Holi Hai 2018

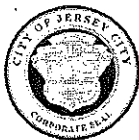
APPLICANT: Rimli Roy

ORGANIZATION: Surati for Performing Arts

ADDRESS: 31 River Ct #219, Jersey City NJ 07310

PHONE #: 201.798.2650

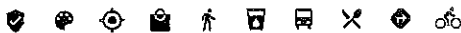
BEING WAIVED: Nonresident, start time



Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@jcnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY
SPECIAL EVENT APPLICATION

Signature Page



Christine Goodman
Director

EVENT NAME: SURATI HOLI HAI FESTIVAL 2018 **EVENT DATE:** MAY 5 2018

EVENT LOCATION: EXCHANGE PLACE PLAZA

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: _____

DocuSigned by:

Cultural Affairs Event Planning 2018

C2E39AE6294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: _____

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments: _____

DocuSigned by:

Captain Patricia Cassidy

50A370E2B973443

Date: 3/29/2018

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: _____

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: _____

Date: _____

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: _____

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: _____

Date: _____

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: _____

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: _____

Date: _____

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Chief: _____

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: _____

DocuSigned by:

Captain Michael Gajewski

810889B9C2C8477

Date: 4/3/2018

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☐ Acknowledged

Date: _____

Signature of Off Duty Coordinator: _____

JERSEY CITY FIRE DEPARTMENT

☒ Approved

☐ No Cooking / Open Flame

Signature of Fire Official: _____

☐ NOT Approved

☐ Additional Permits / Inspector Required

Comments: open flame/tags for residents

DocuSigned by:

Dennis Miller

810889B9C2C8477

Date: 4/5/2018

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Director: _____

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: _____

DocuSigned by:

Bill O'Donnell

83631B5E8A7840E

Date: 4/4/2018

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged

☒ Pending Council Approval

Signature of Traffic Engineer: _____

☐ Not Applicable

☐ Need Completed Signature Page

Comments: _____

DocuSigned by:

Monte Zuber

AF1B7F1CEA13494

Date: 4/4/2018

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold

☐ Vendor List Required

Signature of Health Officer: _____

☐ Food will be Sold

☐ Health Inspector Required

Comments: _____

Date: _____

JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved

Signature of Stage Coordinator: _____

☐ Stage: NOT Approved

Comments: _____

Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

☐ Approved

☐ Requiring additional form

Signature of DPW Director: _____

☐ NOT Approved

☐ Additional fee will apply

Comments: _____

Date: _____

JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI is Approved

☐ Waiver request is Approved

Signature of Risk Manager: _____

☐ COI is NOT Approved

☐ Waiver request is NOT Approved

Comments: _____

Date: _____

JERSEY CITY DIVISION OF COMMERCE

☐ Approved

Date: _____

Signature of Division of Commerce Director: _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-374

Agenda No. 10.1

Approved: _____

TITLE:

WITHDRAWN



**RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS,
GROVE STREET FROM BAY STREET TO COLUMBUS DRIVE AND
MORGAN STREET FROM GROVE STREET TO MARIN BOULEVARD
BEGINNING 10:00 A.M. AND ENDING MIDNIGHT, SATURDAY, MAY 5, 2018
FOR THE PURPOSE OF THE ORALE MK CINCO de MAYO**

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Oracle Mexican Kitchen LLC to close Grove Street from Bay Street to Columbus Drive and Morgan Street from Grove Street to Marin Boulevard beginning 10:00 am. and ending Midnight on Saturday, May 5, 2018 for the purpose of the Orale MK Cinco de Mayo; and

WHEREAS, in accordance with the provisions of Section 296-71, 296-72, and Chapter 122, Section 122-8 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and Chapter 122, Section 122-2 be waived; and

WHEREAS, the request to close both Grove Street and Morgan Street does not meet the requirements set forth in Section 296-71 The street closing exceeds one City block; (B) The majority of the owners, residents or tenants of properties fronting upon the block to be closed consent to the closing; and 122-2(C) (1) as the event will end later than the permitted end time of 11:00 p.m.; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71 and 122-2 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of both Grove Street from Bay Street to Columbus Drive and Morgan Street from Grove Street to Marin Boulevard beginning 10:00 a.m. and ending Midnight on Saturday, May 5, 2018.

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Municipal Engineer

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

AV: pcl
(04.4.18)

Certification Required ☐

No

WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4 25 18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, GROVE STREET FROM BAY STREET TO COLUMBUS DRIVE AND MORGAN STREET FROM GROVE STREET TO MARIN BOULEVARD BEGINNING 10:00 A.M. AND ENDING MIDNIGHT, SATURDAY, MAY 5, 2018 FOR THE PURPOSE OF THE ORALE MK CINCO de MAYO

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Alex Mendelsohn on behalf of Orale Mexican Kitchen LLC 341 Grove Street, JCNY 201.333.0001	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF BOTH GROVE STREET FROM BAY STREET TO COLUMBUS DRIVE AND MORGAN STREET FROM GROVE STREET TO MARIN BOULEVARD BEGINNING 10:00 A.M. AND ENDING MIDNIGHT, SATURDAY, MAY 5, 2018


FOR THE PURPOSE OF THE ORALE MK CINCO de MAYO

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

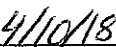
I certify that all the facts presented herein are accurate.




Director of Traffic & Transportation



Department Director



Date



Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: Grove St, Bay St to Columbus Dr
Morgan St, Grove St to Marin Blvd

BEGINS/ENDS: 10AM/Midnight Sat, May 5, 2018

TITLE OF EVENT: Orale MK Cinco de Mayo

APPLICANT: Alex Mendelsohn

ORGANIZATION: Orale Mexican Kitchen LLC

ADDRESS: 341 Grove St, Jersey City NJ 07302

PHONE #: 201.333.0001

BEING WAIVED: End Time, more than 1 block closed @ a time



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
ACTING BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: April 4, 2018

TO: Jeremy Farrell, Corporation Counsel
Brian D. Platt, Acting Business Administrator
Robert Byrne, City Clerk
Councilman James Solomon, Ward E
Director James Shea, Department of Public Safety

FROM: Patricia Logan, Engineering Aide
Division of Engineering, Traffic and Transportation

SUBJECT: **PROPOSED STREET CLOSING RESOLUTION**

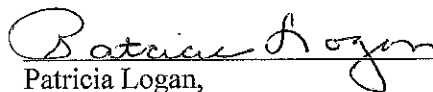
Attached for your review, is a Resolution proposed by this Division, (for Municipal Council approval), authorizing the closing of the following street:

- Grove Street, Bay Street to Columbus Drive and Morgan Street, Grove Street to Marin Boulevard beginning 10:00 a.m. and ending Midnight, Saturday, May 5, 2018.

The street closing was requested by Alex Mendelsohn on behalf of Orale Mexican Kitchen LLC. The purpose of the event is for the Orale MK Cinco de Mayo. This is a new event.

Councilman Solomon has been advised of the proposed street closing via E Mail as well. (Copy attached) It is anticipated this Resolution will be on the Agenda for the April 25, 2018 Municipal Council Meeting

If you have any questions regarding this Resolution, please feel free to contact Monte Zucker at MONTE@jcnj.org or at extension 4469.



Patricia Logan,
Engineering Aide



Andrew Vischio, PE
Director of Traffic & Transportation

C: Jose R. Cunha, PE, C.M.E., C.P.W.M., C.R.P., Municipal Engineer

Mark Albiez, Chief of Staff

Michael Kelly, Chief of Police

Steven McGill, Fire Chief

Patricia Cassidy, Captain, East District

Mary Spinello-Paretti, Director, Parking Enforcement Division, Department of Public Safety

Council President Lavarro, Jr.

Councilwoman Watterman

Councilman Rivera

Councilwoman Ridley

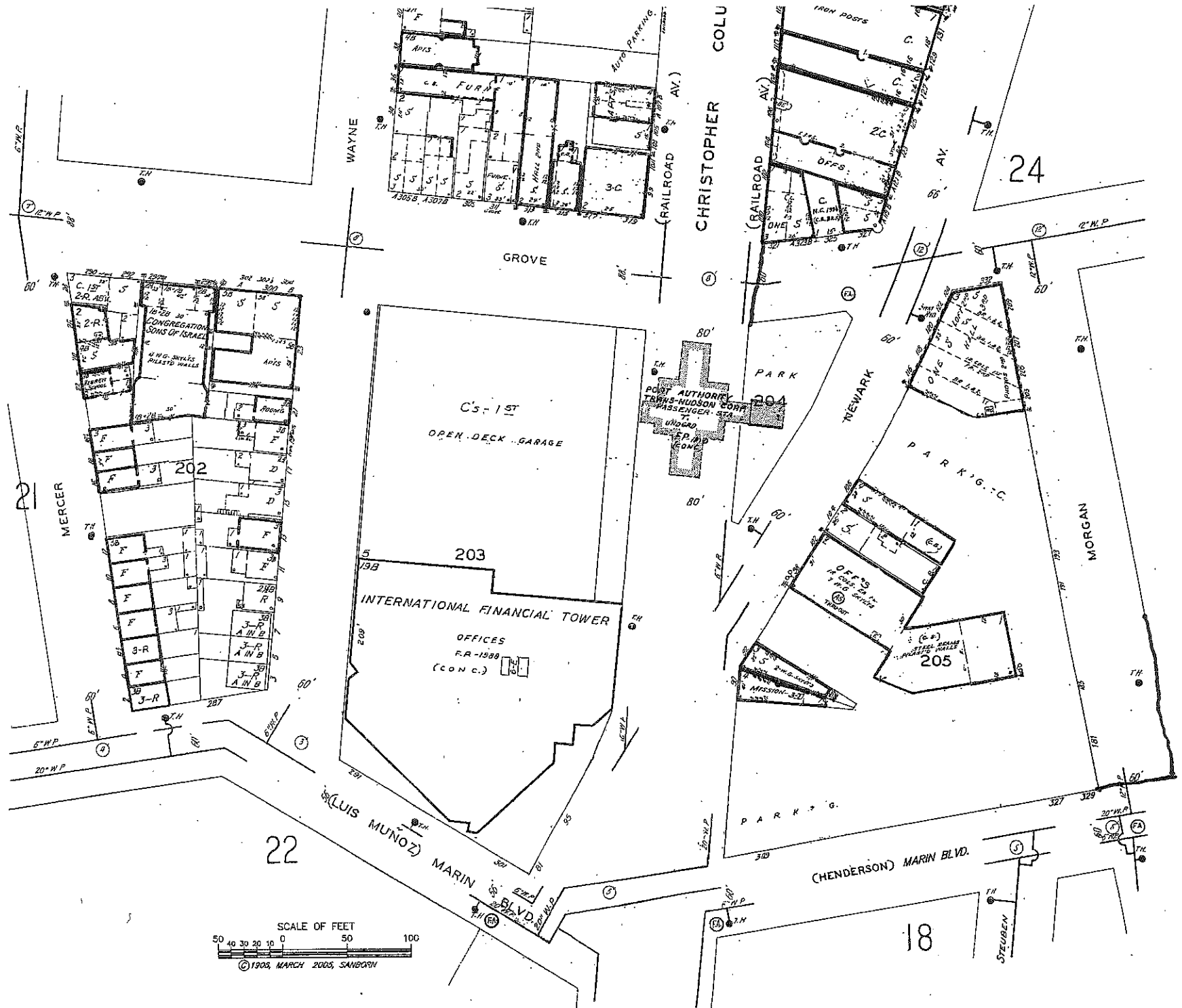
Councilwoman Prinz-Arey

Councilman Boggiano

Councilman Yun

Councilman Robinson





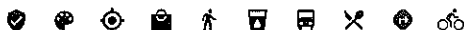


Steven M. Fulop
Mayor

CITY OF JERSEY CITY

OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@jcnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY
SPECIAL EVENT APPLICATION

Signature Page



Christine Goodman
Director

EVENT NAME: ORALE CINCO DE MAYO FESTIVAL 2018

EVENT DATE: MAY 5 2018

EVENT LOCATION: GROVE STREET

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer:

DocuSigned by:

Cultural Affairs Event Planning 2018

C2E39AE6294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

DocuSigned by:

Captain Patricia Cassidy

50A370E2B973413

Date: 2/1/2018

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Chief:

DocuSigned by:

Capt. Michael Gajewski

81088899C2C9477

Date: 2/2/2018

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments:

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☐ Acknowledged

Date: 2/2/2018

Signature of Off Duty Coordinator:

DocuSigned by:

Thomas Mahoney

FB7830AA65CF45C...

DocuSigned by:

Dennis Maher

6052F43804184E1

Date: 2/2/2018

JERSEY CITY FIRE DEPARTMENT

☒ Approved: No Open Flame

☐ Additional Permits Required

Signature of Fire Official:

☐ NOT Approved

☐ Fire Inspector Required

Comments:

DocuSigned by:

Bill O'Donnell

53631BBE6A7840E

Date: 2/5/2018

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Director:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

DocuSigned by:

Monte Zucker

AF1B7F1CEA13494

Date: 2/6/2018

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged

☒ Pending Council Approval

Signature of Traffic Engineer:

☐ Not Applicable

☐ Need Completed Signature Page

Comments:

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold

☐ Vendor List Required

Signature of Health Officer:

☐ Food will be Sold

☐ Health Inspector Required

Comments:

Date:

JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved

Signature of Stage Coordinator:

☐ Stage: NOT Approved

Comments:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

☐ Approved

☐ Requiring additional form

Signature of DPW Director:

☐ NOT Approved

☐ Additional fee will apply

Comments:

Date:

JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI is Approved

☐ Waiver request is Approved

Signature of Risk Manager:

☐ COI is NOT Approved

☐ Waiver request is NOT Approved

Comments:

Date:

JERSEY CITY DIVISION OF COMMERCE

☐ Approved

Date:

Signature of Division of Commerce Director:

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-375

Agenda No. 10.M

Approved: APR 25 2018

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, NINTH STREET FROM MANILA AVENUE TO MARIN BOULEVARD BEGINNING 9:00 A.M. AND ENDING 8:00 P.M. SATURDAY, MAY 19, 2018 FOR THE PURPOSE OF THE EXPLORE 2000/FESTIVUS MAXIMUS

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Hudson County School of Technology/Explore 2000 to close Ninth Street from Manila Avenue to Marin Boulevard beginning 9:00 a.m. and ending 8:00 p.m., Saturday, May 19, 2018 for the purpose of the Explore 2000/Festivus Maximus; and

WHEREAS, in accordance with the provisions of Sections 296-71, 296-72 and Chapter 122, Section 122-8, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions; and

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-7 and Chapter 122 be waived; and

WHEREAS, the request to close Ninth Street does not meet one or more of the requirements set forth in Sections 296-72(2) and 122-2(C)(1) as the event will begin earlier than the 10:00 a.m. permitted start time; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-72 and Section 122-2 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Ninth Street from Manila Avenue to Marin Boulevard beginning 9:00 a.m. and ending 8:00 p.m., Saturday, May 19, 2018

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: Paul Russo (for)
Municipal Engineer

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

AV:pcl
(04.05.18)

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, NINTH STREET FROM MANILA AVENUE TO MARIN BOULEVARD BEGINNING 9:00 A.M. AND ENDING 8:00 P.M. SATURDAY, MAY 19, 2018 FOR THE PURPOSE OF THE EXPLORE 2000/FESTIVUS MAXIMUS

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Michele Jefferey on behalf of Hudson County School of Technology/Explore 2000 180 Ninth Street, JCNJ 201.631.6396	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF NINTH STREET FROM MANILA AVENUE TO MARIN BOULEVARD BEGINNING 9:00 A.M. AND ENDING 8:00 P.M. SATURDAY, MAY 19, 2018

FOR THE PURPOSE OF THE EXPLORE 2000/FESTIVUS MAXIMUS

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

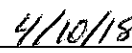
I certify that all the facts presented herein are accurate.




Director of Traffic & Transportation



Department Director



Date



Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
ACTING BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: April 5, 2018

TO: Jeremy Farrell, Corporation Counsel ✓
Brian D. Platt, Acting Business Administrator
Robert Byrne, City Clerk
Councilman James Solomon, Ward E
Director James Shea, Department of Public Safety

FROM: Patricia Logan, Engineering Aide
Division of Engineering, Traffic and Transportation

SUBJECT: **PROPOSED STREET CLOSING RESOLUTION**

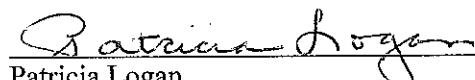
Attached for your review, is a Resolution proposed by this Division, (for Municipal Council approval), authorizing the closing of the following street:


- Ninth Street from Manila Avenue to Marin Boulevard beginning 9:00 a.m. and ending 8:00 p.m., Saturday, May 19, 2018.

The street closing was requested by Michele Jefferey on behalf of the Hudson County School of Technology/Explore 2000. The purpose of the event is for the Explore 2000/Festivus Maximus. This is a repeat event.

Councilman Solomon has been advised of the proposed street closing via E Mail as well. (Copy attached) It is anticipated this Resolution will be on the Agenda for the April 25, 2018 Municipal Council Meeting

If you have any questions regarding this Resolution, please feel free to contact Monte Zucker at MONTE@jcnj.org or at extension 4469.


Patricia Logan,
Engineering Aide


Andrew Vischio, PE
Director of Traffic & Transportation

C: Jose R. Cunha, PE, C.M.E., C.P.W.M., C.R.P., Municipal Engineer
Mark Albiez, Chief of Staff
Michael Kelly, Chief of Police
Steven McGill, Fire Chief
Patricia Cassidy, Captain, East District
Mary Spinello-Paretti, Director, Parking Enforcement Division, Department of Public Safety
Council President Lavarro, Jr. Councilwoman Watterman Councilman Rivera
Councilwoman Ridley Councilwoman Prinz-Arey Councilman Boggiano
Councilman Yun Councilman Robinson

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Ninth St, Manila Av to Marin Blvd

BEGINS/ENDS: 9AM/8PM Saturday, May 19, 2018

TITLE OF EVENT: Explore 2000/Festivus Maximus

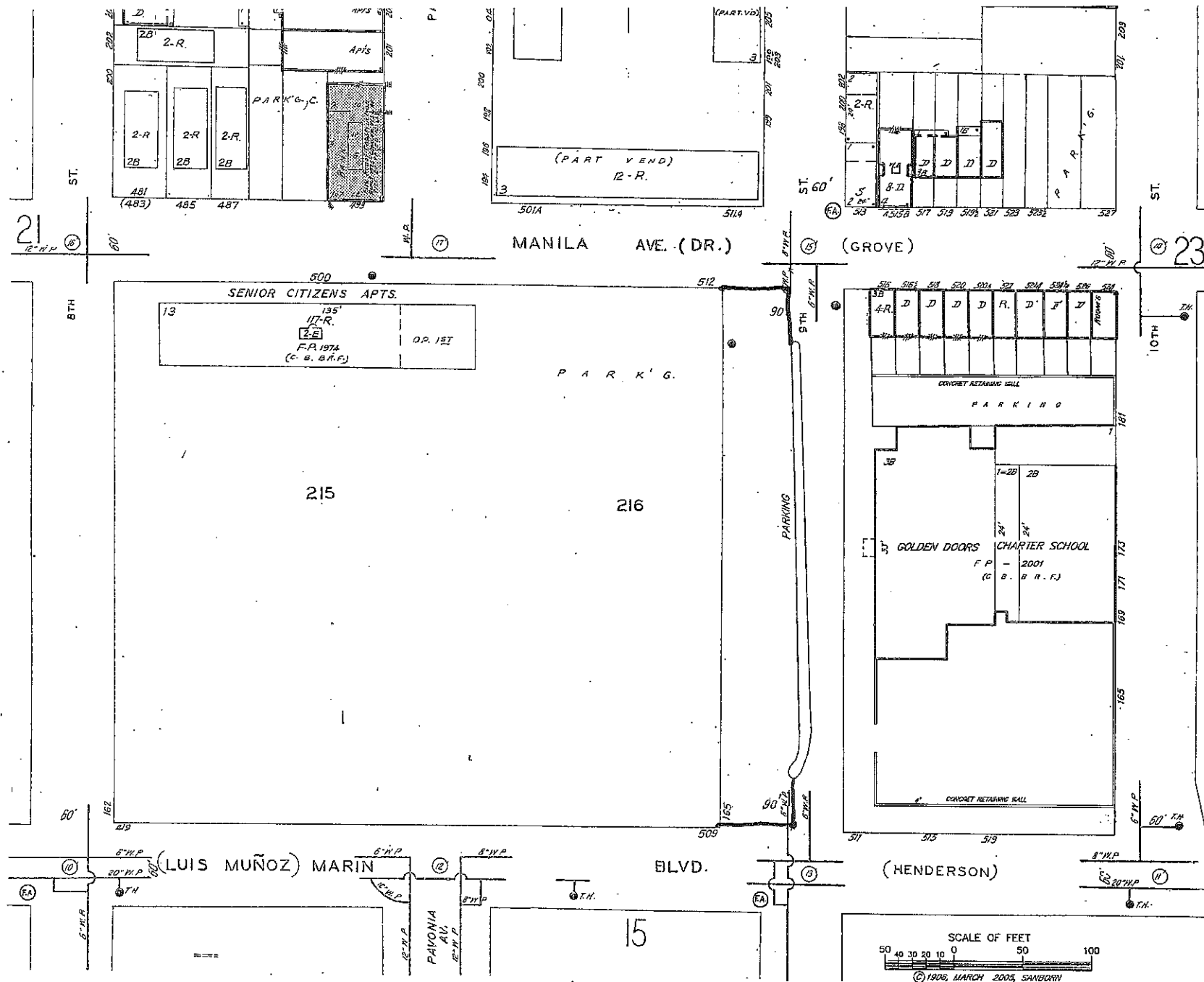
APPLICANT: Michele Jefferey

ORGANIZATION: Hudson County School of Technology/Explore 2000

ADDRESS: 180 Ninth St, Jersey City NJ 07302

PHONE #: 201.631.6396

BEING WAIVED: Start time



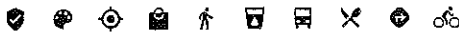


Steven M. Fulop
Mayor

CITY OF JERSEY CITY

OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@cnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY
SPECIAL EVENT APPLICATION

Signature Page



Christine Goodman
Director

EVENT NAME: EXPLORE 2000 FESTIVUS MAXIMUS 2018

EVENT DATE: MA7 19 2018

EVENT LOCATION: 9TH STREET

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: _____

DocuSigned by:

Cultural Affairs Event Planner 2018

C2E38AE6294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: _____

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments: _____

DocuSigned by:

Captain Patricia Cassidy

50A370E2B973443...

Date: 3/29/2018

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: _____

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: _____

Date: _____

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: _____

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: _____

Date: _____

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: _____

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: _____

Date: _____

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Chief: _____

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: _____

DocuSigned by:

Captain Michael Gajewski

81088889C2C8477...

Date: 4/3/2018

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☐ Acknowledged

Date: _____

Signature of Off Duty Coordinator: _____

JERSEY CITY FIRE DEPARTMENT

☒ Approved

☒ No Cooking / Open Flame

Signature of Fire Official: _____

☐ NOT Approved

☒ Additional Permits / Inspector Required

Comments: state tags for ride

DocuSigned by:

Dennis Miller

9552F438041BAE1...

Date: 4/3/2018

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Director: _____

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: _____

DocuSigned by:

Bill O'Donnell

53631B5E6A78405...

Date: 4/4/2018

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged

☒ Pending Council Approval

Signature of Traffic Engineer: _____

☐ Not Applicable

☐ Need Completed Signature Page

Comments: _____

DocuSigned by:

Monte Zuber

AF1B7F1CEA3406...

Date: 4/4/2018

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold

☐ Vendor List Required

Signature of Health Officer: _____

☐ Food will be Sold

☐ Health Inspector Required

Comments: _____

Date: _____

JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved

Signature of Stage Coordinator: _____

☐ Stage: NOT Approved

Comments: _____

Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

☐ Approved

☐ Requiring additional form

Signature of DPW Director: _____

☐ NOT Approved

☐ Additional fee will apply

Comments: _____

Date: _____

JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI is Approved

☐ Waiver request is Approved

Signature of Risk Manager: _____

☐ COI is NOT Approved

☐ Waiver request is NOT Approved

Comments: _____

Date: _____

JERSEY CITY DIVISION OF COMMERCE

☐ Approved

Date: _____

Signature of Division of Commerce Director: _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-376

Agenda No. 10.N

Approved: APR 25 2018

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, MANILA AVENUE FROM FOURTH STREET TO FIRST STREET; SADDLEWOOD COURT; SECOND STREET FROM MARIN BOULEVARD TO ERIE STREET AND THIRD STREET FROM ERIE STREET TO MANILA AVENUE BEGINNING 7:00 A.M. AND ENDING 9:00 P.M., SUNDAY, MAY 27, 2018 FOR THE PURPOSE OF THE 40TH SANTACRUZAN & FLORES de MAYO

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Catholic Action of Mary – St. Mary's Church to close Manila Avenue from Fourth Street to First Street; Saddlewood Court; Second Street from Marin Boulevard to Erie Street and Third Street from Erie Street to Manila Avenue beginning 7:00 a.m. and ending 9:00 p.m. on Sunday, May 27, 2018 for the purpose of the Santacruzán de Mayo; and

WHEREAS, in accordance with the provisions of Section 296-71, 296-72, and Chapter 122, Section 122-8 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Chapter 122, Section 122-2 be waived; and

WHEREAS, the request to close does Manila Avenue; Saddlewood Court; Second Street and Third Street does not meet the requirements set forth in Section 296-71 The street closing exceeds one City block and 296-72(2) and 122-2(C) (1) as the event will start earlier than the permitted start time of 10:00 a.m.; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-72 and 122-2 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Manila Avenue from Fourth Street to First Street; Saddlewood Court; Second Street from Marin Boulevard to Erie Street and Third Street from Erie Street to Manila Avenue beginning 7:00 a.m. and ending 9:00 p.m. on Sunday, May 27, 2018

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature] (for)
Municipal Engineer

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

AV: pcl
(04.5.18)

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMEN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, MANILA AVENUE FROM FOURTH STREET TO FIRST STREET; SADDLEWOOD COURT; SECOND STREET FROM MARIN BOULEVARD TO ERIE STREET AND THIRD STREET FROM ERIE STREET TO MANILA AVENUE BEGINNING 7:00 A.M. AND ENDING 9:00 P.M., SUNDAY, MAY 27, 2018 FOR THE PURPOSE OF THE 40TH SANTACRUZAN & FLORES de MAYO

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Joey Mayo on behalf of Catholic Action of Mary – St. Mary's Church 209 Third Street JCNJ 201.798.1700	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF MANILA AVENUE FROM FOURTH STREET TO FIRST STREET; SADDLEWOOD COURT; SECOND STREET FROM MARIN BOULEVARD TO ERIE STREET AND THIRD STREET FROM ERIE STREET TO MANILA AVENUE BEGINNING 7:00 A.M. AND ENDING 9:00 P.M., SUNDAY, MAY 27, 2018

FOR THE PURPOSE OF THE 40TH SANTACRUZAN & FLORES de MAYO

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.


I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

4/10/18

Date



Department Director

4/18/18

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
ACTING BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: April 5, 2018

TO: Jeremy Farrell, Corporation Counsel ✓
Brian D. Platt, Acting Business Administrator
Robert Byrne, City Clerk
Councilman James Solomon, Ward E
Director James Shea, Department of Public Safety

FROM: Patricia Logan, Engineering Aide
Division of Engineering, Traffic and Transportation

SUBJECT: **PROPOSED STREET CLOSING RESOLUTION**

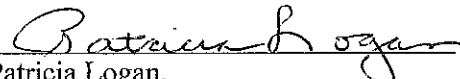
Attached for your review, is a Resolution proposed by this Division, (for Municipal Council approval), authorizing the closing of the following streets:

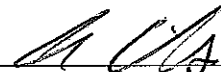
- Manila Avenue from Fourth Street to First Street; Saddlewood Court; Second Street from Marin Boulevard to Erie Street and Third Street from Erie Street to Manila Avenue beginning 7:00 a.m. and ending 9:00 p.m., Sunday, May 27, 2018.

The street closing was requested by Joey Mayo on behalf of Catholic Action of Mary – St. Mary's Church. The purpose of the event is for the 40th Santacruzán & Flores de Mayo. This is a repeat event.

Councilman Solomon has been advised of the proposed street closing via E Mail as well. (Copy attached) It is anticipated this Resolution will be on the Agenda for the April 25, 2018 Municipal Council Meeting

If you have any questions regarding this Resolution, please feel free to contact Monte Zucker at MONTE@jcnj.org or at extension 4469.


Patricia Logan,
Engineering Aide


Andrew Vischio, PE
Director of Traffic & Transportation

C: Jose R. Cunha, PE, C.M.E., C.P.W.M., C.R.P., Municipal Engineer

Mark Albiez, Chief of Staff

Michael Kelly, Chief of Police

Steven McGill, Fire Chief

Patricia Cassidy, Captain, East District

Mary Spinello-Paretti, Director, Parking Enforcement Division, Department of Public Safety

Council President Lavarro, Jr.

Councilwoman Watterman

Councilman Rivera

Councilwoman Ridley

Councilwoman Prinz-Arey

Councilman Boggiano

Councilman Yun

Councilman Robinson

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: Manila Ave, Fourth St to First St
Saddlewood Ct
Second St, Marin Blvd to Erie St
Third St, Erie St to Manila Av

BEGINS/ENDS: 7AM/9PM Sunday, May 27, 2018

TITLE OF EVENT: 40th Santacruzán & Flores de Mayo

APPLICANT: Joey Mayo

ORGANIZATION: Catholic Action of Mary - St Mary's Church

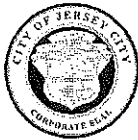
ADDRESS: 209 Third St, Jersey City NJ 07302

PHONE #: 201.798.1700

BEING WAIVED: More than 1 block closed @ a time, start time

1



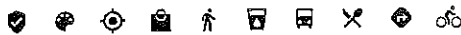


Steven M. Fulop
Mayor

CITY OF JERSEY CITY

OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@jcnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY
SPECIAL EVENT APPLICATION

Signature Page



Christine Goodman
Director

EVENT NAME: 40TH SANTA CRUZAN FLORES DE MAYO PROCESSION & FESTIVAL 2018 **EVENT DATE:** MAY 27 2018

EVENT LOCATION: MANILLA & 2ND STREET

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: Cultural Affairs Event Planner
DocuSigned by: Cultural Affairs Event Planner
C2E39AE6284247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: Captain Patricia Cassidy
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: 50A370E2B973443 Date: 3/27/2018

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: _____
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: _____
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: _____
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved ☐ Coordinate On-Duty Personnel Signature of Police Chief: Captain Michael Gajewski
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: 8106899C2C9477 Date: 3/28/2018

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☐ Acknowledged Date: _____ Signature of Off Duty Coordinator: _____

JERSEY CITY FIRE DEPARTMENT

☒ Approved ☐ No Cooking / Open Flame Signature of Fire Official: Dennis Miller
☐ NOT Approved ☒ Additional Permits / Inspector Required Comments: cooking layout/permit Date: 3/28/2018

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved ☐ Coordinate On-Duty Personnel Signature of Police Director: Bill O'Donnell
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: 53631BBE8A7640E Date: 3/29/2018

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged ☒ Pending Council Approval Signature of Traffic Engineer: Monte Baker
☐ Not Applicable ☐ Need Completed Signature Page Comments: AF1B7F1CEA13404 Date: 3/29/2018

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold ☐ Vendor List Required Signature of Health Officer: _____
☐ Food will be Sold ☐ Health Inspector Required Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved Signature of Stage Coordinator: _____
☐ Stage: NOT Approved Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

☐ Approved ☐ Requiring additional form Signature of DPW Director: _____
☐ NOT Approved ☐ Additional fee will apply Comments: _____ Date: _____

JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI is Approved ☐ Waiver request is Approved Signature of Risk Manager: _____
☐ COI is NOT Approved ☐ Waiver request is NOT Approved Comments: _____ Date: _____

JERSEY CITY DIVISION OF COMMERCE

☐ Approved Date: _____ Signature of Division of Commerce Director: _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-377

Agenda No. 10.0

Approved: APR 25 2018

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET,
PAVONIA AVENUE FROM ERIE STREET TO MANILA AVENUE
BEGINNING 7:30 A.M. AND ENDING 3:30 P.M. WEDNESDAY, JUNE 13, 2018
AT THE REQUEST OF THE CORDERO COMMUNITY SCHOOL PS #37 FOR
THE PURPOSE OF THE FESTIVAL OF THE STARS**

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Cordero Community School PS #37 to close Pavonia Avenue from Erie Street to Manila Avenue beginning 7:30 a.m. and ending 3:30 p.m. Wednesday, June 13, 2018 for the purpose of the Festival of the Stars; and

WHEREAS, in accordance with the provisions of Section 296-71, 296-72, and 122-9 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions; and

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and 122-8 be waived; and

WHEREAS, the request to close Pavonia Avenue does not meet one or more of the requirements set forth in Sections 296-72(2) and 122-2(C)(1) as the event will start earlier than 10:00 a.m., the permitted start time; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-72, and 122-2 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Pavonia Avenue from Erie Street to Manila Avenue beginning 7:30 a.m. and ending 3:30 p.m. Wednesday, June 13, 2018.

APPROVED: [Signature]

Director of Traffic & Transportation

APPROVED: [Signature]

Municipal Engineer

APPROVED: [Signature]

Business Administrator

AV:pcl
(04.03.18)

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

Corporation Counsel

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rafael R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, PAVONIA AVENUE FROM ERIE STREET TO MANILA AVENUE BEGINNING 7:30 A.M. AND ENDING 3:30 P.M. WEDNESDAY, JUNE 13, 2018 AT THE REQUEST OF THE CORDERO COMMUNITY SCHOOL PS #37 FOR THE PURPOSE OF THE FESTIVAL OF THE STARS

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E., at the request of Michelina Marinelli on behalf of the Cordero Community School/PS #37 158 Erie Street, ICNJ 201.714.4390	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

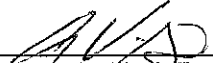
Resolution Purpose

AUTHORIZING THE CLOSING OF PAVONIA AVENUE FROM ERIE STREET TO MANILA AVENUE BEGINNING 7:30 A.M. AND ENDING 3:30 P.M. WEDNESDAY, JUNE 13, 2018

FOR THE PURPOSE OF THE FESTIVAL OF THE STARS

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

4/3/18

Date

Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
ACTING BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: April 3, 2018

TO: Jeremy Farrell, Corporation Counsel ✓
Brian D. Platt, Acting Business Administrator
Robert Byrne, City Clerk
Councilman James Solomon, Ward E
Director James Shea, Department of Public Safety

FROM: Patricia Logan, Engineering Aide
Division of Engineering, Traffic and Transportation

SUBJECT: **PROPOSED STREET CLOSING RESOLUTION**

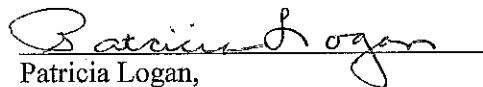
Attached for your review, is a Resolution proposed by this Division, (for Municipal Council approval), authorizing the closing of the following street:

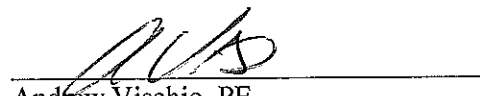
- Pavonia Avenue from Erie Street to Manila Avenue, beginning 7:30 a.m. and ending 3:30 p.m. on Wednesday, June 13, 2018.

The street closing was requested by Michelina Marinelli on behalf of the Cordero Community School/PS #37. The purpose of the event is for the Festival of the Stars. This is a repeat event.

Councilman Solomon has been advised of the proposed street closing via E Mail as well. (Copy attached) It is anticipated this Resolution will be on the Agenda for the April 25, 2018 Municipal Council Meeting

If you have any questions regarding this Resolution, please feel free to contact Monte Zucker at MONTE@jcnj.org or at extension 4469.


Patricia Logan,
Engineering Aide


Andrew Vischio, PE
Director of Traffic & Transportation

C: Jose R. Cunha, PE, C.M.E., C.P.W.M., C.R.P., Municipal Engineer
Mark Albiez, Chief of Staff
Michael Kelly, Chief of Police
Steven McGill, Fire Chief
Patricia Cassidy, Captain, East District
Mary Spinello-Paretti, Director, Parking Enforcement Division, Department of Public Safety
Council President Lavarro, Jr. Councilwoman Watterman Councilman Rivera
Councilwoman Ridley Councilwoman Prinz-Arey Councilman Boggiano
Councilman Yun Councilman Robinson

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Pavonia Av, Erie St to Manila Av

BEGINS/ENDS: 7:30AM/3:30PM Wednesday, June 13, 2018

TITLE OF EVENT: Festival of the Stars

APPLICANT: Michelina Marinelli

ORGANIZATION: Cordero Community School/PS # 37

ADDRESS: 158 Erie St, Jersey City NJ 07302

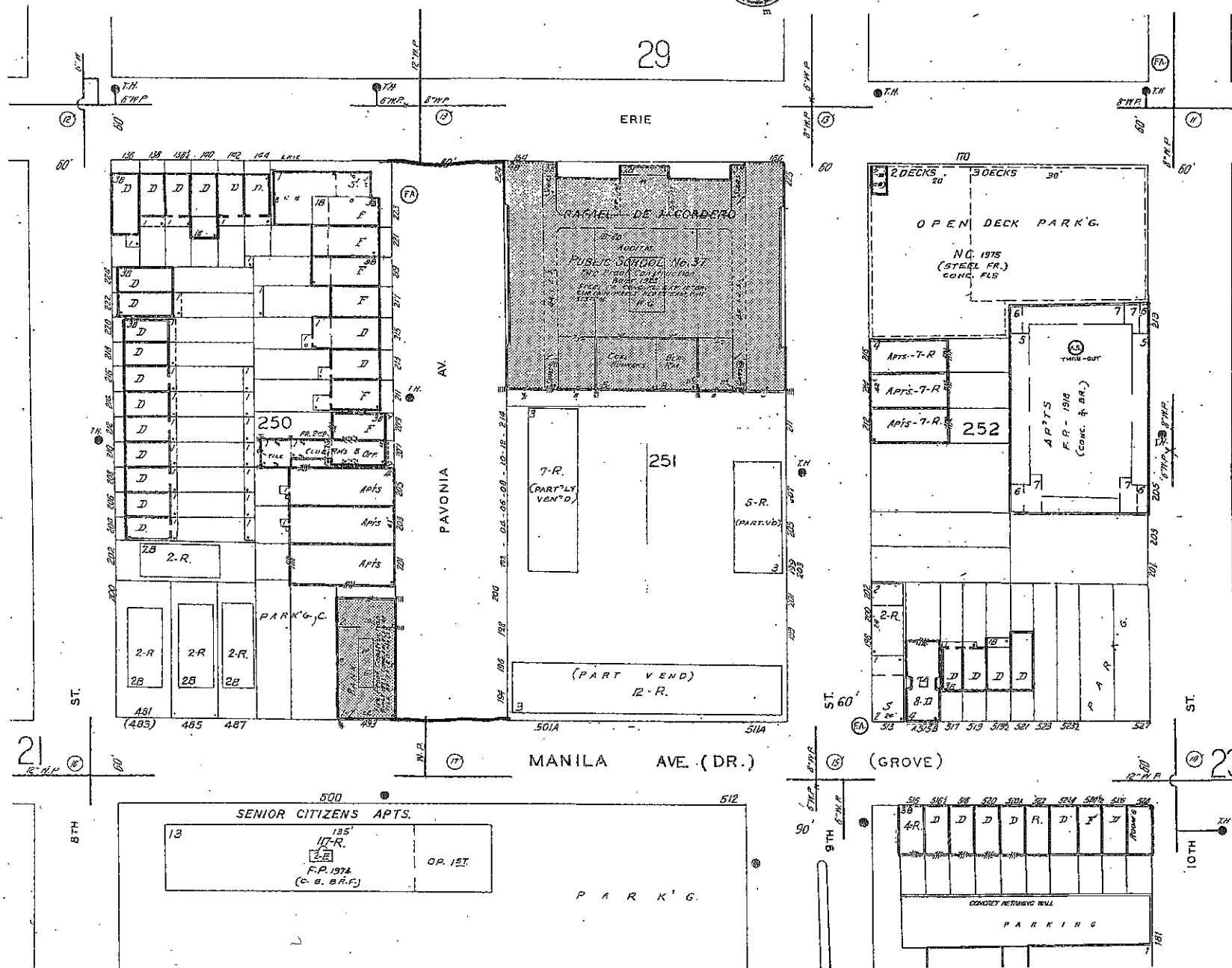
PHONE #: 201.714.4390

BEING WAIVED: Start time

ENTIRE SHEET
URBAN RENEWAL SITE

29

ERIE



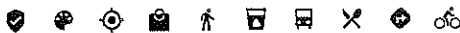


Steven M. Fulop
Mayor

CITY OF JERSEY CITY

OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@jcnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY

SPECIAL EVENT APPLICATION

Signature Page



Christine Goodman
Director

EVENT NAME: CORDERO FESTIVAL OF STARS 2018

EVENT DATE: JUNE 13 2018

EVENT LOCATION: PAVONIA AVE

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer: _____

DocuSigned by:

Cultural Affairs Event Planning 2018

C2E39AE62842478...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: _____

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: _____

DocuSigned by:

Captain Patricia Cassidy

50A370E2B973453 Date: 3/20/2018

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: _____

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: _____

Date: _____

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: _____

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: _____

Date: _____

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander: _____

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: _____

Date: _____

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Chief: _____

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments: _____

DocuSigned by:

Captain Michael Gajewski

8108998C2C9A77 Date: 3/20/2018

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☐ Acknowledged

Date: _____

Signature of Off Duty Coordinator: _____

JERSEY CITY FIRE DEPARTMENT

☒ Approved

☐ No Cooking / Open Flame

Signature of Fire Official: _____

☐ NOT Approved

☐ Additional Permits / Inspector Required

Comments: state tags for rides

DocuSigned by:

Dennis Miller

8052F43B041B4E1 Date: 3/20/2018

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Director: _____

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments: _____

DocuSigned by:

Bill O'Donnell

53631BBE8A7840E Date: 3/21/2018

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged

☒ Pending Council Approval

Signature of Traffic Engineer: _____

☐ Not Applicable

☐ Need Completed Signature Page

Comments: _____

DocuSigned by:

Monte Zucker

AF1B7F1CEA13494 Date: 3/23/2018

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold

☐ Vendor List Required

Signature of Health Officer: _____

☐ Food will be Sold

☐ Health Inspector Required

Comments: _____

Date: _____

JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved

Signature of Stage Coordinator: _____

☐ Stage: NOT Approved

Comments: _____

Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

☐ Approved

☐ Requiring additional form

Signature of DPW Director: _____

☐ NOT Approved

☐ Additional fee will apply

Comments: _____

Date: _____

JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI is Approved

☐ Waiver request is Approved

Signature of Risk Manager: _____

☐ COI is NOT Approved

☐ Waiver request is NOT Approved

Comments: _____

Date: _____

JERSEY CITY DIVISION OF COMMERCE

☐ Approved

Date: _____

Signature of Division of Commerce Director: _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-378

Agenda No. 10.P

Approved: APR 25 2018

TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, YORK STREET FROM WASHINGTON STREET TO GREENE STREET BEGINNING 10:00 A.M. AND ENDING 10:00 P.M. THURSDAY, JUNE 14, 2018 FOR THE PURPOSE OF AN EVENING UNDER THE STARS

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the York Street Project to close York Street from Washington Street to Greene Street beginning 10:00 a.m. and ending 10:00 p.m. Thursday, June 14, 2018 for the purpose of an Evening Under the Stars; and

WHEREAS, in accordance with the provisions of Section 122-8, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-8 be waived; and

WHEREAS, the request to close York Street does not meet one or more of the requirements set forth in Sections 296-71 (A)(D) as the event as will be held on a non-residential street; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of York Street from Washington Street to Greene Street beginning 10:00 a.m. and ending 10:00 p.m. Thursday, June 14, 2018.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature] (for)
Municipal Engineer

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

AV:pcl
(04.05.18)

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, YORK STREET FROM WASHINGTON STREET TO GREENE STREET BEGINNING 10:00 A.M. AND ENDING 10:00 P.M. THURSDAY, JUNE 14, 2018 FOR THE PURPOSE OF AN EVENING UNDER THE STARS

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Kyle O'Neill on behalf of the York Street Project 89 York Street, JCNJ 201.451.8225	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF YORK STREET FROM WASHINGTON STREET TO GREENE STREET BEGINNING 10:00 A.M. AND ENDING 10:00 P.M. THURSDAY, JUNE 14, 2018

FOR THE PURPOSE OF AN EVENING UNDER THE STARS

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation



Department Director

4/10/18
Date

4/18/18
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
ACTING BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: April 5, 2018

TO: Jeremy Farrell, Corporation Counsel
Brian D. Platt, Acting Business Administrator
Robert Byrne, City Clerk
Councilman James Solomon, Ward E
Director James Shea, Department of Public Safety

FROM: Patricia Logan, Engineering Aide
Division of Engineering, Traffic and Transportation

SUBJECT: **PROPOSED STREET CLOSING RESOLUTION**

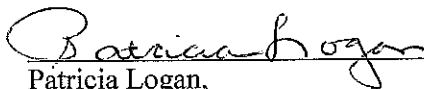
Attached for your review, is a Resolution proposed by this Division, (for Municipal Council approval), authorizing the closing of the following streets:

- York Street from Washington Street to Greene Street beginning 10:00 a.m. and ending 10:00 p.m., Thursday, June 14, 2018.

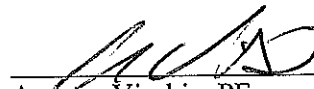
The street closing was requested by Kyle O'Neill on behalf of the York Street Project. The purpose of the event is for an Evening Under the Stars. This is a repeat event.

Councilman Solomon has been advised of the proposed street closing via E Mail as well. (Copy attached) It is anticipated this Resolution will be on the Agenda for the April 25, 2018 Municipal Council Meeting

If you have any questions regarding this Resolution, please feel free to contact Monte Zucker at MONTE@jcnj.org or at extension 4469.



Patricia Logan,
Engineering Aide



Andrew Vischio, PE
Director of Traffic & Transportation

C: Jose R. Cunha, PE, C.M.E., C.P.W.M., C.R.P., Municipal Engineer
Mark Albiez, Chief of Staff
Michael Kelly, Chief of Police
Steven McGill, Fire Chief
Patricia Cassidy, Captain, East District
Mary Spinello-Paretti, Director, Parking Enforcement Division, Department of Public Safety
Council President Lavarro, Jr. Councilwoman Watterman Councilman Rivera
Councilwoman Ridley Councilwoman Prinz-Arey Councilman Boggiano
Councilman Yun Councilman Robinson



PARKING

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(C.B.R.F.)

3429

(RAILROAD

OFFICE
C. P. - 1972
(6 EN 55)

5 OFF. B. C.

Jersey City Printing Co. owners
various occupants
night watchman with clock & stations. ground
auto sprinklers, wet system, cleanable, power to out
under walk in yard st. cut on fire, under
with (1) and (2) doors into wire mesh enclosure

Jersey City Printing Co. owners
various occupants
night watchman with clock & stations. ground
auto sprinklers, wet system, cleanable, power to out
under walk in yard st. cut on fire, under
with (1) and (2) doors into wire mesh enclosure

RECREATIONAL EVENT STREET CLOSURE

BLOCK: York St, Washington St to Greene St

BEGINS/ENDS: 10AM/10PM Thursday, June 14, 2018

TITLE OF EVENT: Evening Under the Stars

APPLICANT: Kyle O'Neill

ORGANIZATION: York St Project

ADDRESS: 89 York St, Jersey City NJ 07302

PHONE #: 201.451.8225

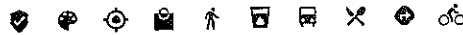
BEING WAIVED: Nonresidential block



Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@jcnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY
SPECIAL EVENT APPLICATION

Signature Page



Christine Goodman
Director

EVENT NAME: EVENING UNDER THE STARS 2018

EVENT DATE: JUNE 14 2018

EVENT LOCATION: YORK STREET

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer:

DocuSigned by:

Cultural Affairs Event Planning 2018

C2E39AE6294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date: 3/20/2018

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Chief:

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments:

Date: 3/21/2018

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☐ Acknowledged

Date:

Signature of Off Duty Coordinator:

JERSEY CITY FIRE DEPARTMENT

☒ Approved

☐ No Cooking / Open Flame

Signature of Fire Official:

☐ NOT Approved

☒ Additional Permits / Inspector Required

Comments:

open flame layout / protection

Date: 3/21/2018

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Director:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date: 3/21/2018

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged

☒ Pending Council Approval

Signature of Traffic Engineer:

☐ Not Applicable

☐ Need Completed Signature Page

Comments:

Date: 3/27/2018

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold

☐ Vendor List Required

Signature of Health Officer:

☐ Food will be Sold

☐ Health Inspector Required

Comments:

Date:

JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved

Signature of Stage Coordinator:

☐ Stage: NOT Approved

Comments:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIRECTOR'S OFFICE

☐ Approved

☐ Requiring additional form

Signature of DPW Director:

☐ NOT Approved

☐ Additional fee will apply

Comments:

Date:

JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI is Approved

☐ Waiver request is Approved

Signature of Risk Manager:

☐ COI is NOT Approved

☐ Waiver request is NOT Approved

Comments:

Date:

JERSEY CITY DIVISION OF COMMERCE

☐ Approved

Date:

Signature of Division of Commerce Director:

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-379

Agenda No. 10-Q

Approved: APR 25 2018

TITLE:



RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY CITY DESIGNATING THE PROPERTY KNOWN AS BLOCK 1101, LOTS 1 THROUGH 9, AND BLOCK 1901, LOTS 1 THROUGH 19 ON THE TAX MAP OF THE CITY OF JERSEY CITY, STATE OF NEW JERSEY, AS AN AREA IN NEED OF REDEVELOPMENT WITH THE POWER OF CONDEMNATION, PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, et seq.

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended (the "Act"), authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the City directed the Planning Board by resolution to examine whether the Tonnele Avenue Light Industrial Study Area, including Block 1101, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, and Block 1901, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 (the "Study Area"), should be designated a condemnation area in need of redevelopment pursuant to the Act; and

WHEREAS, CME Associates (the "Planning Consultant") prepared a preliminary investigation report of the above-referenced Study Area in accordance with the Redevelopment Law, entitled "Report Concerning the Determination of the Tonnele Avenue Light Industrial Study Area as an Area in Need of Redevelopment and more specifically as a Condemnation Redevelopment Area" dated February 21, 2018 (the "Study"); and

WHEREAS, the Study concluded that the Study Area, with the exception of Block 1101, Lot 10, qualifies as a condemnation area in need of redevelopment pursuant to the Redevelopment Law, for the reasons set forth in the Study; and

WHEREAS, pursuant to the Redevelopment Law, the Planning Board caused a duly noticed public hearing to be held concerning the Study on March 27, 2018, giving all persons who are interested in or would be affected by a determination that the Study Area is a condemnation area in need of redevelopment the opportunity to be heard; and

WHEREAS, at said public hearing, the Board considered the Study, heard the comments of the Planning Consultant, opened the meeting for public comment, and deliberated on the matter using the criteria set forth in the Redevelopment Law; and

WHEREAS, on March 27, 2018, the Planning Board adopted a resolution accepting and adopting the recommendations contained in the Study, and recommending that the Study Area, with the exception of Block 1101, Lot 10, be declared a condemnation area in need of redevelopment for the reasons set forth therein; and

WHEREAS, after careful consideration of the Study, the Planning Board resolution, and all of the relevant facts and circumstances concerning this matter,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY CITY AS FOLLOWS:

- Section 1. The foregoing recitals are incorporated herein as if set forth in full.
- Section 2. Based on substantial evidence and the recommendation of the Planning Board, the City Council hereby designates the Study Area, with the exception of Block 1101, Lot 10, as a condemnation area in need of redevelopment.
- Section 3. The City Council hereby directs the City Clerk to transmit a certified copy of this resolution forthwith to the Commissioner of the Department of Community Affairs for review.
- Section 4. The City Council hereby directs the City Clerk to transmit a certified copy of this resolution within 10 days of the adoption of this Resolution to the property owners of the Study Area.
- Section 5. This Resolution shall take effect immediately.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

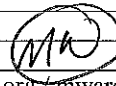
ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution/ordinance.

Full Title of Ordinance/Resolution

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY CITY DESIGNATING THE PROPERTY KNOWN AS BLOCK 1101, LOTS 1 THROUGH 9, AND BLOCK 1901, LOTS 1 THROUGH 19 ON THE TAX MAP OF THE CITY OF JERSEY CITY, STATE OF NEW JERSEY, AS AN AREA IN NEED OF REDEVELOPMENT WITH THE POWER OF CONDEMNATION, PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, *et seq.*

Initiator

Department/Division	HEDC	City Planning
Name/Title	Annisia Cialone, PP, AICP	Director
	Matt Ward, PP, AICP	Principal Planner 
Phone/email	201-547-5010	Acialone@jcnj.org / mward@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Purpose

The City directed the Planning Board by resolution to examine whether the Tonnele Avenue Light Industrial Study Area, including Block 1101, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, and Block 1901, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 (the "Study Area"), should be designated a condemnation area in need of redevelopment pursuant to the Local Redevelopment and Housing Law.

This resolution is a result of the Study. On March 27, 2018, the Planning Board adopted a resolution accepting and adopting the recommendations contained in the Study, and recommending to the Jersey City Municipal Council that the Study Area, with the exception of Block 1101, Lot 10, be declared a condemnation area in need of redevelopment for the reasons set forth therein.

I certify that all the facts presented herein are accurate.


Signature of Division Director

4.13.18
Date


Signature of Department Director

4-13-18
Date

Summary Sheet:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JERSEY CITY DESIGNATING THE PROPERTY KNOWN AS BLOCK 1101, LOTS 1 THOUGH 9, AND BLOCK 1901, LOTS 1 THROUGH 19 ON THE TAX MAP OF THE CITY OF JERSEY CITY, STATE OF NEW JERSEY, AS AN AREA IN NEED OF REDEVELOPMENT WITH THE POWER OF CONDEMNATION, PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, *et seq.*

The City directed the Planning Board by resolution to examine whether the Tonnele Avenue Light Industrial Study Area, including Block 1101, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, and Block 1901, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 (the "Study Area"), should be designated a condemnation area in need of redevelopment pursuant to the Local Redevelopment and Housing Law.

This resolution is a result of the Study. On March 27, 2018, the Planning Board adopted a resolution accepting and adopting the recommendations contained in the Study, and recommending to the Jersey City Municipal council that the Study Area, with the exception of Block 1101, Lot 10, be declared a condemnation area in need of redevelopment for the reasons set forth therein.

**RESOLUTION OF THE PLANNING BOARD OF THE CITY OF JERSEY
CITY IN THE COUNTY OF HUDSON, NEW JERSEY RECOMMENDING
THAT A PORTION OF THE TONNELE AVENUE LIGHT INDUSTRIAL
STUDY AREA BE DESIGNATED AS A CONDEMNATION AREA IN
NEED OF REDEVELOPMENT**

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, (the "Redevelopment Law") authorizes municipalities to determine whether certain parcels of land within the municipality constitute an "area in need of redevelopment", as defined in the Redevelopment Law; and

WHEREAS, the City directed the Planning Board by resolution to examine whether the Tonnele Avenue Light Industrial Study Area, including Block 1101, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, and Block 1901, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19 (the "Study Area"), should be determined a condemnation area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, CME Associates (the "Planning Consultant") prepared a preliminary investigation report of the above-referenced Study Area in accordance with the Redevelopment Law, entitled "Report Concerning the Determination of the Tonnele Avenue Light Industrial Study Area as an Area in Need of Redevelopment and more specifically as a Condemnation Redevelopment Area" dated February 21, 2018 (the "Study"); and

WHEREAS, the Study concluded that the Study Area, with the exception of Block 1101, Lot 10, qualifies as a condemnation area in need of redevelopment pursuant to the Redevelopment Law, for the reasons set forth in the Study; and

WHEREAS, pursuant to the Redevelopment Law, the Planning Board caused a duly noticed public hearing to be held concerning the Study on March ~~27~~, 2018, giving all persons who are interested in or would be affected by a determination that the Study Area is a condemnation area in need of redevelopment the opportunity to be heard; and

WHEREAS, at said public hearing, the Board considered the Study, heard the comments of the Planning Consultant, opened the meeting for public comment, and deliberated on the matter using the criteria set forth in the Redevelopment Law; and

WHEREAS, after careful consideration of all evidence presented and all testimony offered,

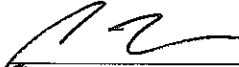
NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD OF THE CITY OF JERSEY CITY AS FOLLOWS:


Section 1. Transmission to the City Council. The Study, and the findings of fact and conclusions contained therein, is hereby incorporated herein by reference in its entirety. The Planning Board Secretary is hereby directed to transmit a copy of the Study and of this Resolution to the City Council.

Section 2. Recommendation – Area in Need of Redevelopment. After consideration of all evidence presented and all testimony offered, the Planning Board accepts and adopts the recommendation contained in the Study, and hereby recommends that the Study Area, with the exception of Block 1101, Lot 10, be declared a condemnation area in need of redevelopment in accordance with the Redevelopment Law, for the reasons set forth in the Study.

Section 3. Effective Date. This Resolution shall take effect immediately.


We hereby certify this to be a true and complete copy of a Resolution adopted by the Planning Board of the City of Jersey City on the 17th day of March, 2018.


CHRIS LANGSTON
Board Chair


MATT WARD
Board Secretary

DAE

APPROVED AS TO LEGAL FORM


SANTO T. AZAMPAI, ESQ.
JERSEY CITY PR

Report Concerning the Determination of the Tonnele Avenue Light Industrial Study Area as an *Area in Need of Redevelopment* and more specifically as a *Condemnation Redevelopment Area*

**Referred for Study by Jersey City Municipal Council by the Jersey City Planning Board
on November 29, 2017**

Prepared for:




Dated: February 21, 2018



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The original report was signed and sealed in accordance with N.J.S.A. 45:14A-12



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I. INTRODUCTION

This report is a restatement of the document entitled "Report concerning the Determination of the Tonnele Avenue Light Industrial Study Area as an Area in Need of Redevelopment and more specifically as a "Condemnation Redevelopment Area", dated November 15, 2016. CME Associates has verified the current property conditions via a site visit on October 19, 2017 and January 25, 2018. We have checked the property ownership records via online tax records. With regard to other information pertinent to the document such as title searches and history of the site, we have relied on the original report.

The goal of this report is to specify whether or not the Tonnele Avenue Light Industrial Study Area in Jersey City qualifies as an Area in Need of Redevelopment and more specifically as a Condemnation Redevelopment Area. The Study Area includes 29 parcels as shown on the Jersey City Tax Map as located within two separate blocks. Those areas comprise a total of approximately 11.3 acres of taxable real estate which are part of Highway Commercial Zone within Jersey City's Tonnele Avenue commercial corridor.

II. STATUTORY BASIS FOR THE DETERMINATION OF NEED

The Municipal Council of the City of Jersey City adopted Resolution 17-912 on November 29, 2017 authorizing the Jersey City Planning Board to conduct a preliminary investigation of an area known as the Tonnele Avenue Light Industrial Study Area, including Block 1101 Lots 1-10 and Block 1901 Lots 1-19, (hereinafter the Study Area) to determine whether or not all or part of the Study Area meets the statutory criteria necessary to qualify as an "Area in need of Redevelopment, "Condemnation Redevelopment Area", as outlined in NJSA 40A:12A-5; and NJSA 40A:12A-6.

This study is written pursuant to Section 6 of the Local Redevelopment and Housing Law (the "Redevelopment Law") P.L. 1992, c.79 (N.J.S.A 40A:12A-1 et seq) which states:

"No area of a municipality shall be determined a redevelopment area unless the governing body of the municipality shall, by resolution, authorize the Planning Board to undertake a preliminary investigation to determine whether the proposed area is a redevelopment area according to the criteria set forth in Section 5 of P.L. 1992, c.79 (C.40A:12A-5). Such determination shall be made after public notice and public hearing as provided in subsection b. of this section. The governing body of a municipality shall assign the conduct of the investigation and hearing to the Planning Board of the municipality." The resolution authorizing the planning board to undertake a preliminary investigation shall state whether the redevelopment area determination shall authorize the municipality to use all those powers

provided by the Legislature for use in a redevelopment area other than the use of eminent domain (hereinafter referred to as a "Non-Condensation Redevelopment Area") or whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area, including the power of eminent domain (hereinafter referred to as a "Condensation Redevelopment Area").

The same legislation further states:

"After completing its hearing on its matter, the Planning Board shall recommend that the delineated area, or any part thereof, be determined, or not be determined, by the municipal governing body to be a redevelopment area. After receiving the recommendation of the Planning Board, the municipal governing body may adopt a resolution determining that the delineated area, or any part thereof, is a redevelopment area."

If the Study Area is found to be an area in need of redevelopment, the City will then be permitted by statute to prepare a Redevelopment Plan to improve all or a portion of the Study Area. The Redevelopment Law, defines a "Redevelopment Plan" as:

"a plan adopted by the governing body of a municipality for the redevelopment or rehabilitation of all or any part of a redevelopment area, or an area in need of rehabilitation, which plan shall be sufficiently complete to indicate its relationship to definite municipal objectives as to appropriate land uses, public transportation and utilities, recreational and municipal facilities, and other public improvements; and to indicate proposed land uses and building requirements in the redevelopment area or area in need of rehabilitation or both."

The purpose of this study is to determine if the Study Area is in need of such redevelopment activities. The Planning Board acts in a fact-finding capacity prior to action by the governing body. It gathers facts and makes recommendations for the governing body to act upon. The Study Area may include individual parcels that do not reflect any of the eligibility criteria listed in the statute. NJSA 40A:12A-3 states that a Redevelopment Area may include lands, buildings or improvements that in and of themselves are not detrimental to the public health, safety or welfare, but the inclusion of which is found necessary, with or without change in their condition, for the effective redevelopment of the area of which they are a part.

III. STUDY AREA BOUNDARY DESCRIPTION

The Study Area consists of 29 tax parcels located on two separate tax blocks as shown in the Aerial Map on Page 4 of this document, equaling approximately 11.3 acres in total, or nearly 500,000 square feet. The Study Area is on the west side on Tonnele Avenue, generally between Lincoln and North Streets and east of the Conrail freight tracks. The Aerial Map indicates the location and limits of the Study Area.

IV. LOCAL SETTING AND BACKGROUND

The Tonnele Avenue Light Industrial Study Area stretches along the western side of Tonnele Avenue, also known as State Route 1 and 9 in Jersey City's Highway Commercial zoning district. Situated between the Hackensack Meadowlands to the west and the steeply sloped residential neighborhoods of the Heights (called the "western slope") to the east, this strip of 29 lots were originally served by freight rail which runs at grade along the western edge of the Study Area. In the 1920's, the area became a truck route along the Tonnele Ave / Route 1 and 9 corridor which runs along the eastern side of the Study Area. Since the 1930's the area has tried to adapt itself to trucking. As truck sizes and turning movements grew larger, economically competitive trucking operations also grew in size. Ever larger lot consolidations have been sought after to stay economically viable. Hemmed in by at grade freight rail lines on the west and the highway to the east, the Study Area is less than 500 feet at its widest point and averaging well under 400 feet in width. This narrow width limits bridging over the at grade freight line due to the steep inclines that would be necessary to clear over the railway with distances often under 300 feet for large trucks, hampering the expansion of the commercial area to the west.

The 1887 Atlas of Jersey City by LD Fowler (Appendix B) shows paper streets extending the industrial area west across the tracks into the meadowlands area, however these streets were never built and the western expansion of the district never came to fruition. Today, a postal facility lies to the west, which is only accessed by County Road and Secaucus Road well to the north and south of the Study Area. Expansion to the east is also blocked by Route 1 and 9 and the steep slopes of the Palisades just beyond. Thus, the only option for lot consolidation has been to the north or south.

In 1887 before the advent of trucking, the Study Area contained 98 tax parcels. As shown on the property ownership map, various entities have pursued lot acquisitions (including through corporate merger), growing each entity to the north and south and merging smaller lots. The City has at various times assisted in allowing the economic uses within the Study Area to grow in either a north or south direction by vacating streets that were in the way of this growth. First Thorne Street (Block 1901 Lot 5) in 1938 and later Bleeker Street (Block 1101 Lot 1) in the 1950's, as well as portions of Carroll Street from the 1930's to the 1980's were vacated to accommodate the need for lot consolidation.

Aerial Location Map

Jersey City, N.J.



**Tonnele Avenue
Study Area**

**Jersey City
Hudson County
New Jersey**

Legend

- Route Type**
- Interstate Highway
 - US Highway
 - County Route
 - Local Road/Ramp
- Study Area**
- Study Area
 - Jersey City Parcels

Source: NJGIN, NJDOT, Hudson County GIS Data



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DATE	SCALE	LAST REVISION	CREATED BY
09/01/17	1 inch = 275 feet	N/A	NH/JS/JS

V. OWNERSHIP BACKGROUND

Site 1: Identified in this Study as Site 1, owned as operated as Daylight Trucking, this site comprises three lots identified as Block 1901 Lots 1, 2 and 3. The site is used as a typical warehouse and distribution center. Current tax assessments show Block 1901 Lot 1 is owned by 577 Tonnele Ave, LLC and Block 1901 Lots 2 and 3 owned by New Jersey Terminal, LLC. Two different entities own the property; however, it is being operated as one site.

Site 2: Identified in this Study as Site 2, our site visit revealed this site is currently vacant with fencing all around the property. The site comprises sixteen (16) tax lots. These are Block 1901 Lots 4, 17, 18 and 19 which according to City tax records are owned by 651 Tonnele Ave, LLC; Block 1901 Lot 5 appears to be a prior vacated Throne Street, however no current ownership records are found and it is not listed as a separate lot in the City tax records; Block 1901 Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 which according to City tax records are owned by Diamond Shamrock Corp; and Block 1901 Lot 6 which according to City tax records is owned by Stan Sliicate CO. c/o DIA.ALK.CO¹. Although under various ownership the entire site is fenced in as a one site and remains vacant.

Site 3: Identified in this Study as Site 3 is Block 1101 Lot 1. The ownership of this lot could not be determined and it is not listed as a separate lot in the City tax records. It appears to be Bleecker Street, which was previously vacated. The site appears to be currently used for storage of vehicles by adjacent property owner/businesses.

Site 4: Identified in this Study as Site 4, this site comprises 8 tax lots identified as Block 1101 Lots 2, 3, 4, 5, 6, 7, 8 and 9, according to City tax records. The property is under the ownership of Arthur Balassone and is used as an auto body shop along with a preowned car sales area.

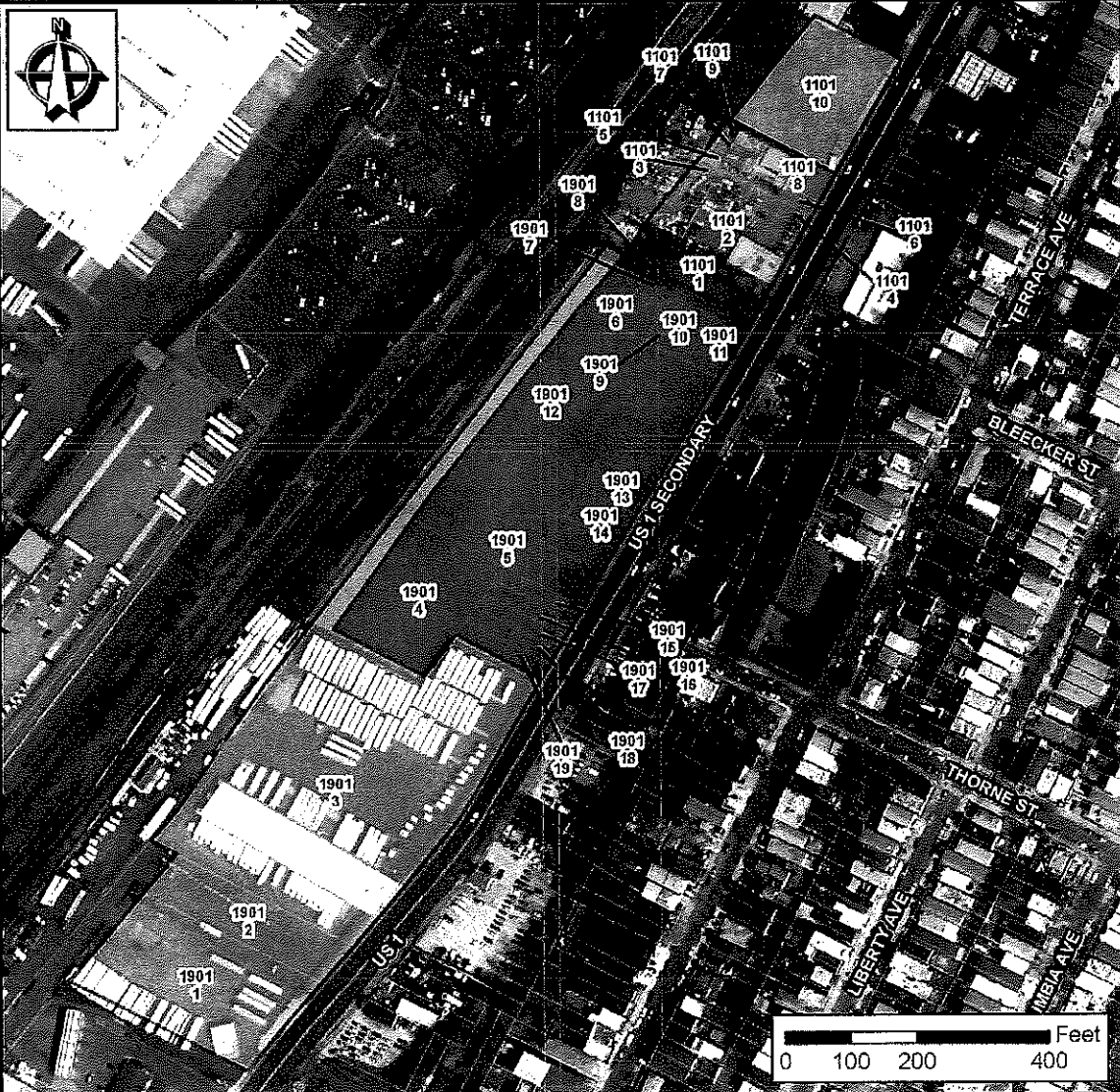
Site 5: Identified in this Study as Site 5, Block 1101 Lot 10 is the only property within the Study Area that has attracted significant new investment with a new building developed as a Holiday Inn Hotel.

With the exception of Site 5, the Study Area lacks new investment, remains vacant or underutilized, and exhibits a "run down" look with a clear lack of investment, lack of basic site maintenance, and is generally strewn with debris and trash as further detailed below. The generality of structures in the Study Area have come to exhibit an obvious lack of maintenance and disrepair which acts as a profound disincentive for investment both within and beyond the Study Area. This is clearly a blighting influence both within the Study Area, but also for the Tonnele Avenue commercial corridor.

¹ While this is the ownership as it appears on the current tax assessment records, a deed dated November 10, 2017 recorded in the Hudson County Registers office on November 15, 2017 Deed Book 9255 Pg. 103 indicates acquisition of Block 1901 Lots 4, 6-19, by 651 Tonnele Ave, LLC.

Study Area Map






Jersey City, N.J.



**Tonnele Avenue
Study Area**

**Jersey City
Hudson County
New Jersey**

Legend

-  Site 1
-  Site 2
-  Site 3
-  Site 4
-  Site 5

Source: NJGIN, NJDOT, Hudson County GIS Data



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DATE 12/19/2017	SCALE 1 inch = 210 feet	LAST REVISED N/A	CREATED BY NMF/HJB
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VI. TRANSPORTATION ACCESS

The Study Area has excellent access to roadway networks and is within a mile of the New Jersey Turnpike. The Study Area is situated along New Jersey State Highway Routes 1 and 9 providing north south access with connections to the New Jersey Turnpike, Route 3, as well as the Lincoln and Holland Tunnels to New York City. Along the western side of the Study Area are Conrail freight tracks.

VII. MASTER PLAN AND ZONING

The Jersey City Master Plan was adopted in May of 2000 and designates the Study Area as "regional commercial," as per the Master Plan Land Use Map dated 2001. The current zoning map for Jersey City designates the Study Area as Highway Commercial. The Master Plan notes several deficiencies of the Tonnele Avenue corridor. Describing the various commercial areas:

"The third area is along Tonnele Avenue. The HMDC boundary line defines the area to the west. The area also includes the frontage lots to the east of Tonnele Avenue. This area is characterized by declining and underutilized industrial uses, scattered commercial development, and auto related uses."

The Master Plan continues to describe the area's transition:

"The community commercial district is influenced by the presence of Routes 1 and 9, Tonnele Avenue and 440, which results in auto-dependent access and an uncoordinated streetscape. This district is in transition and is characterized by declining manufacturing uses, highway-oriented commercial development and vacant or underutilized former industrial auto-related property. There are significant opportunities to revitalize these areas while improving the function and appearance of the Routes 440, Tonnele Avenue and 1 and 9 corridors."

The Master Plan also provides the purpose for the current Highway Commercial zone district for the corridor:

Purpose of the District

The purpose of the community commercial district is to promote the commercial redevelopment of these areas that incorporate high-quality design and capitalize on access to Routes 440, Route 1 and 9 and Tonnele Avenue. It is also the intent of this district to provide for streetscape, pedestrian and mass transit improvements in the Routes 440, 1 and 9 and Tonnele Avenue corridors that enhance their appearance, function and accessibility.

The New Jersey State Plan designates the whole of Jersey City as a Metropolitan Planning Area 1 and as an "urban center," and is thus an area where development and urban growth should be

concentrated, as opposed to the evident underutilization, vacancy, and disrepair that currently describes the Study Area.

VIII. PHYSICAL SURVEY METHODOLOGY

The following methods were used in gathering information and preparing a physical condition survey of the Study Area. These remain consistent with the original report. As indicated in the beginning of the report, CME Associates conducted an exterior site visit on October 19, 2017. Additionally, CME Associates conducted a interior visit of a portion of the site on January 28, 2017 after receiving permission for the same. A site access letter dated January 16, 2018 was sent to all property owners identified on City tax records. Further, CME Associates have checked the property ownership records via online tax records. With regard to other information pertinent to the document such as title searches and history of the site, we have relied on the original report.

- A. Parcel ownership, land use, lot assignments, size and assessed value were obtained from the municipal tax records for each parcel. If necessary, land use categories were modified through field surveys. Property record cards from the 1970's were also obtained to ascertain past building conditions. In addition, a full title search was performed by Hudson Realty Abstract Company in 2016 to ascertain true property ownership, the dates of street vacations, and to research if site remediations were complete and property ownership for parcels lacking in documentation.
- B. A physical survey of all buildings and property was conducted to determine the general physical condition for all parcels within the Study Area, and where necessary to modify characteristics obtained from the tax records. The survey involved an exterior evaluation, and several properties received an internal evaluation as well by staff from the Division of City Planning and staff of CME Associates. The criteria for evaluating the condition of the buildings and properties consisted of those factors that would indicate the generality of active maintenance and investment, or the lack thereof, in the business, or property surveyed. Building and property condition was determined by focusing on certain indicators such as the following: windows, entranceways, siding, brickwork, cornices, sidewalks and curbing, evident rubbish, foundations and retaining walls, fencing, arrangement of driveways, parking and loading areas, relationship of buildings and land use to the surrounding area, condition of pavement and the grounds in general. Factors which weighed against a positive rating included: cracks and fissures in masonry or concrete, broken glass, rotted and deteriorated wood elements, missing or damaged siding sections, evident debris and poor maintenance of the grounds, rusted or broken fencing elements, damaged or missing sidewalk areas and overcrowding or excessive coverage of buildings and land-use. Emphasis was placed on the most visible areas of each property and areas where the general public pass by the property, as these areas are most significant in creating the public's general impression of the area, and therefore

contributes the most to the blighting effect on adjacent properties and the neighborhood at large that visible disinvestment can bring. Buildings and properties were classified as Good, Fair, or Poor.

IX. CRITERIA FOR DETERMINATION OF NEED FOR REDEVELOPMENT

The purpose of the Redevelopment Law is to promote the physical development and improvement of "conditions of deterioration in housing, commercial, and industrial installations, public services and facilities and other physical components and supports of community life, [which] without this public effort are not likely to be corrected or ameliorated by private effort". The Redevelopment Law empowers local governments in their efforts to reverse these conditions and promote the advancement of community interests through programs of redevelopment, rehabilitation, and incentives to expand and improve commercial, industrial, residential and civic facilities.

In order to declare an area in need of redevelopment, the governing body of the municipality must conclude, after investigation and public hearing, that within the delineated area at least one of the following conditions set out in the Redevelopment Law exist (NJSA 40A:12A-1, et seq.):

- A. The generality of buildings are substandard, unsafe, unsanitary, dilapidated, or obsolescent, or possess any of such characteristics, or are so lacking in light, air, or space, as to conducive to unwholesome living or working conditions.
- B. The discontinuance of the use of buildings previously used for commercial, manufacturing, or industrial purposes; the abandonment of such buildings; or the same being allowed to fall into so great a state of disrepair as to be un-tenantable.
- C. Land that is owned by the municipality, the county, a local housing authority, redevelopment agency or redevelopment entity, or unimproved vacant land that has remained so for a period of ten years prior to adoption of the resolution, and that by reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography or nature of the soil, is not likely to be developed through the instrumentality of private capital.
- D. Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals or welfare of the community.

- E. A growing lack or total lack of proper utilization of areas caused by the condition of the title, diverse ownership of the real property therein or other conditions, resulting in a stagnant or not fully productive condition of land potentially useful and valuable for contributing to and serving the public health, safety and welfare.
- F. Areas, in excess of five contiguous acres, whereon buildings or improvements have been destroyed, consumed by fire, demolished or altered by the action of storm, fire, cyclone, tornado, earthquake or other casualty in such a way that the aggregate assessed value of the area has been materially depreciated.
- G. Area in any municipality in which an enterprise zone has been designated pursuant to the "New Jersey Urban Enterprise Zones Act," P.L. 1983, c.303 (C.52:27H-60 et seq.) the execution of the actions prescribed in that act for the adoption by the municipality and approval by the New Jersey Urban Enterprise Zone Authority of the zone development plan for the area of the enterprise zone shall be considered sufficient for the determination that the area is in need of redevelopment pursuant to sections 5 and 6 of P.L. 1992, c.79 (C.40A:12A-5 and 40A:12A-6) for the purpose of granting tax exemptions within the enterprise zone district pursuant to the provisions of P.L. 1991, c.431 (C.40A:20-1 et seq.) or the adoption of a tax abatement and exemption ordinance pursuant to the provisions of P.L. 1991, c.441 (C.40A:21-1 et seq.). The municipality shall not utilize any other redevelopment powers within the urban enterprise zone unless the municipal governing body and planning board have also taken the actions and fulfilled the requirements prescribed in P.L. 1992, c.79 (C.40A:12A-1, et al.) for determining that the area is in need of redevelopment or an area in need of rehabilitation and the municipal governing body has adopted a redevelopment plan ordinance including the area of the enterprise zone.
- H. The designation of the delineated area is consistent with smart growth planning principles adopted pursuant to laws or regulation.

In addition, a redevelopment area may include individual parcels that do not reflect any of the eligibility criteria listed in the statute.

NJSA 40A:12A-3 states that a Redevelopment Area may include lands, buildings or improvements that in and of themselves are not detrimental to the public health, safety or welfare, but the inclusion of which is found necessary, with or without change in their condition, for the effective redevelopment of the area of which they are a part.

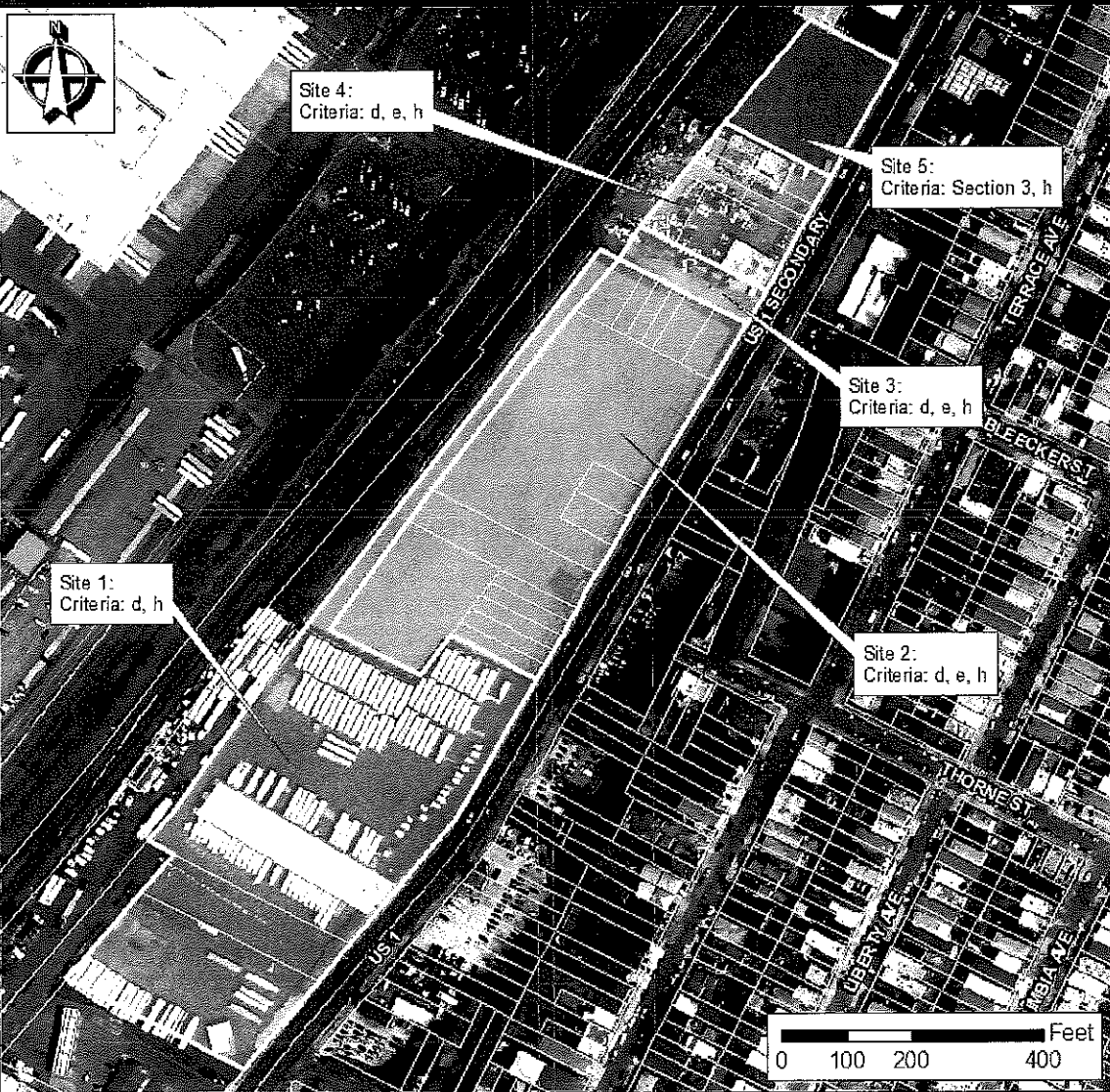
X. STUDY AREA ANALYSIS

Below is a description of each property within the Study Area and a discussion as to which criteria each property meets to be designated as an area in need of redevelopment. Properties are listed

as in good or poor condition. The properties that meet the criteria for redevelopment and their conditions are summarized in the Property Condition Map.

Property Conditions Map

Jersey City, N.J.



**Tonnelle Avenue
Light Industrial
Study Area**

**Jersey City
Hudson County
New Jersey**

Legend

Properties in Poor Condition in Need of Redevelopment

Properties in Good Condition Included in Redevelopment

Source: NJGIN, NJDOT, Hudson County GIS Data



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DATE 12/19/2017	SCALE 1 inch = 210 feet	DATE N/A	CREATED BY NJP/BJ
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Site 1: Block 1901, Lots 1, 2, and 3 (577-595 Tonnele Avenue)

This site is owned by 577 Tonnele Avenue LLC and New Jersey Terminal LLC, however the site is currently used in its entirety by Daylight Transport, an LTL (less-than-truckload) trucking logistics operation. The site contains a large warehouse structure and a smaller vacant building. Both buildings are in good physical condition, however there are signs of slight deterioration and vandalism (i.e. graffiti). Further, the smaller vacant building appears to have an active environmental investigation cleanup in progress.

The sidewalk fronting the site along Tonnele Avenue is only partially paved with expansive areas left as dirt. Large areas of pavement were less than 3 feet wide and insufficient for ADA accessibility. Other areas had only a dirt path for pedestrian circulation. The sidewalk, along with significant portions of the interior of the site, is strewn with some garbage but appears to be cleaned frequently. The site is surrounded by a variety of fencing types, some of which is rusted, leaning over, and topped with razor wire in contravention of City ordinance, creating an unsafe site condition. In significant areas, the razor wire has fallen off the top of the fence and hangs haphazardly off the fence posts into the right of way where it can sway in the wind, potentially ensnaring people walking along the fence. Behind the partially rusted, razor wired fencing on the north eastern side of the facility lies electrical fencing. Attached to the fencing are billboards for the 7-11 convenience store, which is an off-site signage and a prohibited use in this zone district. Also in the sidewalk area are disused pole stanchions that have been abandoned, but not removed from the site and are covered in graffiti.

The dirt sidewalk areas as well as paved areas on the site exhibit ponding well after a rain storm, evidencing a lack of site drainage which has created an unsanitary site condition and breeding areas for mosquitoes, potentially spreading disease. Along the side of the warehouse structure, the roof drain is cut off, allowing water to pour directly into the sidewalk. In winter this will create sheets of ice. Abandoned curb cuts along the sidewalk area also create potentially hazardous conditions for pedestrians and provide the access for vehicular use of the sidewalk. Deeper into the site, the employee parking area appears in fair condition with painted stalls, however the area lacks proper drainage, allowing water to sheet flow across the entire parking area towards the back of the site, eventually flowing into and across the Carroll Avenue right of way. Separating the employee parking area from the warehouse and trucking operation is an unsupported grade change which has started to erode. Metal stanchions exist along the grade change to support a retaining wall, however the wall was never constructed. Truck parking areas are a patchwork of pavement with large ponding areas.

The property line along Carroll Avenue lacks a discernible edge to the right-of-way, allowing the right-of-way to become incorporated into the general operation of the site. The typical person would not recognize much of Carroll Avenue to be a public street. The overall condition of the property is poor.

The combination of obsolete layout and faulty arrangement has created unsafe and inefficient site conditions. Additionally existing ponding areas, site drainage issues and lack of sidewalks exhibit an impediment to the welfare and safety of the public. Further, the smaller structure which appears to be formerly used as a commercial/office building is now vacant and untenable due to the ongoing environmental remediation. Further, the property is designated as a Metropolitan Planning Area 1 by the State Plan and situated between both freight rail and highway access, it is both desirable and consistent with State policy that this area contribute to the economic vitality of the City and State and can be developed consistent with the smart growth planning principals. This lot meets criteria "d," and "h" as an "area in need of redevelopment."

Site 2: Block 1901, Lots 4-19 (205-217 Bleecker Street, 655-671 Tonnele Avenue, Carroll Ave)

This site includes sixteen (16) different tax lots approximately 4 acres in size which are owned by various entities as set forth above. The entire site appears to be under single management as the site has been cleared, graded, topped with gravel, and enclosed by a single new chain link fence that was clearly done as a single effort. Lot 5, which splits the entire site in half, does not have an owner listed in City tax records and is a section of Thorne Street which is indicated on the tax maps as having been vacated in 1938. The site includes nearly 600 linear feet of sidewalk along Tonnele Avenue that is in very poor condition. Most of the sidewalk area is not paved, leaving a dirt path for pedestrians walking along the road, which is unsafe and not ADA accessible. The sidewalk area, along with portions of the interior of the site along the fence line is strewn with garbage, broken glass, sharp pieces of metal, and other debris, potentially hazardous to pedestrians walking past the site. The debris is evidence of a lack of basic property maintenance and gives a visual sense of abandonment. The dirt paths around the site do not comply with ADA accessibility.

The site is surrounded by fencing with razor wiring at the top. In significant areas, the razor wire has fallen off the top of the fence and hangs haphazardly off the fence posts onto the property. This wiring can become a potential endangerment to pedestrians where it can sway in the wind, potentially ensnaring people walking along the fence.

The site has become overgrown by vegetation along the fencing and throughout the middle of the property due to lack of use and upkeep. The small area of pavement within the property can be found to have one (1) ingress/egress to the site where there were small piles of debris lying in the middle of the pavement. This can also become a hazard for pedestrians walking along Tonnele Avenue. Electrical utility boxes and street signs have been vandalized and almost completely covered in graffiti making it difficult for vehicles and City officials to read.

Development of Site 2 is further complicated by the location of Block 1101 Lot 1 (Site 3) immediately adjacent, which is the portion of Bleeker Street shown as vacated on the City's tax maps. No property owner is listed in the City's tax records, and a 2016 title search on the lot also

failed to produce clear evidence of an owner or even that the street had ever been properly vacated. Both the Jersey City and Hudson County Street Vacation Registers lack entries for this portion of Bleeker Street. Whether Lot 1 is private land, a city street, or a vacated street returned to the property owner could not be determined by a title search performed by Hudson Realty Abstract Company. Lot 1 first appears as a vacated street on City Tax Maps in the 1950's. The 1859 File Map shows the same property owner on both sides of Bleeker Street. Street vacations are typically split down the center line of the street, with half of the street given to the property owners on either side. The title search suggests that sometime in the 1950's, Bleeker Street was vacated and should have been split down the middle with half given to Diamond Shamrock. The environmental remediation of the site is therefore potentially incomplete. The area that was remediated is fenced and covered with uniform gravel, however the half of Lot 1 which was potentially owned by Diamond Shamrock during the period of the site's contamination is clearly outside the fence line and was not part of the remediation effort. Historic aerial photography of the site, currently available on commercial internet map applications such as Apple Maps, show clear use of Site 3 for egress. The sale or eventual development of Site 2 is clearly encumbered by lack of documentation of ownership with regards to both Lot 5 and Lot 1, with potential for an incomplete site remediation. The confusion in the record alone is a hindrance both to the sale of the property and the development of any economic use. The site has remained vacant since the demolition of all the structures on the site in 2012. The overall condition of the property is poor.

The unsafe and unsanitary site conditions constitutes a deleterious use conducive to unwholesome living and working conditions for the neighborhood and can be detrimental to the welfare of the neighborhood. The site has been left vacant and unutilized for several years since its remediation, leaving a large site roughly in the middle of the Tonnele Avenue / Route 1 and 9 commercial corridor in an unproductive condition. This commercial corridor is by far Jersey City's largest Highway Commercial zone. Further, as stated above this area is designated as a Metropolitan Planning Area 1 by the State Plan and situated between both freight rail and highway access. The location of the site is consistent with State policy that this area contributes to the economic vitality of the City and State. The clear lack of documentation as to the ownership or boundaries of the site and the inability to confirm if the site remediation included the entire site are title deficiencies which inhibit the site's return to productive use. This lot meets criteria "d," "e," and "h" as an "area in need of redevelopment."

Site 3: Block 1101, Lot 1 (vacated Bleeker Street right-of-way)

As discussed above, this site is the portion of Bleeker Street which first appears as a vacated street on Jersey City Tax Maps in the 1950's, however the Street Vacation Register for both the City and the County do not confirm this. No ownership information could be determined by a title search performed by the Hudson Realty Abstract Company in September/October of 2016. The 1859 File Map shows common ownership on both sides of Bleeker Street, suggesting that a

proper and typical street vacation ordinance would have split the street down the center line, however this was not done. It cannot be determined who owns this lot, whether it continues to be a City street, or why it was not divided down the center if it was vacated. Ownership of this lot could not be determined by title search. The lot is a dirt road that has been used for car storage and parking. The lot appears to be used as storage for the adjacent auto body shop (Site 4) being that the lot was lined with broken down rusted cars and debris. There also is an egress/ingress to the adjacent auto body shop in which workers can transport cars back and forth between lots. This lot is unpaved and consists of mainly dirt with some gravel. There is minor pavement found at the main egress/ingress along Tonnele Avenue which is deteriorating and is also filled with trash and debris which can endanger pedestrians walking along the dirt path sidewalk. The overall condition of the property is poor.

The property is partially being used for vehicle storage and does not have a defined circulation layout. It is a dirt gravel lot with an obsolete layout and is detrimental to the safety and welfare of the surrounding neighborhood. This lot meets criteria "d" "e," and "h" as an "area in need of redevelopment."

Site 4: Block 1101, Lots 2-9 (689-697 Tonnele Ave, Carroll Avenue)

This site includes 8 tax lots in common ownership and used as an auto garage and used car sales. The title deed makes a claim on the vacated portion of Bleeker Street (Lot 1) described above, however a title search of the property did not reveal any evidence of ownership. The site contains two separate stucco buildings in fair condition. CME Associates October 2017 site visit showed graffiti work on the façade of the building, however the recent January 2018 visit shows that the building has been repainted. The sidewalk fronting the site along Tonnele Avenue is unpaved and littered with garbage and debris. The lack of sidewalks and impediments in the dirt walkway area lacks ADA accessibility. Scattered throughout the interior of the site are piles of garbage and debris, abandoned and rusting vehicles, and a rusting dumpster which overflow with garbage which can cause environmental and health hazards and are unsightly. The paved areas on the lot have a clearly uneven grade which impede drainage and leave stagnant water with the potential to breed mosquitoes. The overall condition of the property is poor. Vehicles are stacked as closely as possible with minimal room to access the roadway that is provided throughout the site. The adjacent Lot 1, is also being used for car storage which contains debris, broken down, rusted and abandoned vehicles. The overall appearance of sight appears to be rundown and blighted.

The overcrowded and faulty arrangement constitute an obsolete layout detrimental to the general welfare of the commercial corridor. This lot meets criteria "d" "e" and "h" as an "area in need of redevelopment."

Site 5: Block 1101, Lot 10 (707 Tonnele Avenue)

This site is recently developed with Holiday Inn Express hotel. There is brand new paved sidewalk along Tonnele Avenue that is wide enough for pedestrians to travel along safely and not have to worry about the busy roadway. Plantings and minor landscaping along the property provide a nice aesthetic that is not found elsewhere within the Study Area. As the only site in the Study Area receiving new investment, this study does not recommend that this site be included in the redevelopment area as it does not meet any criteria as an area in need of redevelopment. The overall condition of the property is good.

XI. CONCLUSION

The Study Area, with the exception of Block 1101 Lot 10 (Site 5) meets the criteria to be an "Area in Need of Redevelopment" and more specifically as a "Condemnation Redevelopment Area." Of the 29 tax parcels within the Study Area, 28 are in poor condition.

Subsection "d" of the redevelopment criteria speaks to areas with improvements which, by reason of dilapidation, obsolescence, faulty arrangement or design, deleterious land use or obsolete layout are detrimental to the safety, health, morals, or welfare of the community. Sites 1, 2, 3 and 4 individually meet this criteria. The lack of ADA compliant sidewalk paving and use of the sidewalk area by both moving and parked vehicles is a clear example of obsolete layout, faulty design, and deleterious use detrimental to public health, safety, and welfare. The lack of proper site drainage on all four of these sites is another clear example of dilapidation and deleterious use adverse to public health and welfare, allowing stagnant water to collect providing a breeding ground for mosquitoes.

Subsection "e" of the redevelopment criteria speaks to the growing or total lack of proper utilization of an area caused by the condition of the title, diverse ownership, or other similar conditions which impede land assemblage or discourage improvement, resulting in a stagnant condition of land. Sites 2, 3 and 4 individually meet this criteria. Even after title search, ownership of Site 3 could not be determined and its status as a vacated street, as shown on the tax maps, could not be confirmed. The File Maps suggest half of Site 3 should be owned by Diamond Shamrock, however only the title deed for Site 4 asserts any ownership. Since neither the ownership or the status or configuration of the street vacation could be determined by title search, Sites 2 and 4 are also encumbered, or at least potentially encumbered, title and non-definitive boundaries, leaving Site 2 with the possibility that a portion of the site was left unremediated. Sites 2 and 3 are vacant and unimproved except for gravel and fencing, while Site 4 has a rundown auto garage and used car sales operation which has not been able to properly maintain the site and remain in a state of good repair, exhibiting public hazards. Thus Sites 2, 3 and 4 exhibit a growing or total lack of utilization which cannot be reversed without clear title.

Additionally, the entire Study Area meets criteria "e." Due to steep topography to the east and short distances between State Route 1 and 9 and the freight tracks to the west, the Study Area is hemmed in by its location and geography, leaving only north-south lot consolidations as a means

to staying competitive with modern operations. The City has assisted the process of lot consolidation by vacating streets in the way of land assemblage, however the vacation of Bleeker Street was at best incomplete and the necessary documentation for it was not discovered by the title search conducted for this study. Clear title for Site 3 as well as a resolution of its ownership, either as part of Site 2 or 4 (or remaining with the City) is necessary for the process of land assemblage to continue. Without a clear path to further assemblage and development, investment in the area has dried up and divestment is now clearly evident in the lack of property maintenance and growing public hazards which now characterize the Study Area. The process of land assemblage has also been constrained due to the Study Area occupying a narrow strip of land between a highway and freight rail, forcing assemblage in a north-south direction only. As assemblages grew since the area was originally platted, those assemblages have now run up against one another. Acquisition of small adjacent lots is no longer available. Site assemblage is now only possible through acquisition of another large adjacent land holding, with typically only two possible acquisitions, one to the north, and one to the south. Even this is not always possible, as Site 3 has unclear title that could not be recovered by extensive title search. The unrecoverable title for Site 3 leaves Site 2 and 4 blocked from assemblage in one of only two possible directions. Furthermore, future owners of Site 2 may have concern that the site's contamination included portions of Site 3 which was not remediated, discouraging investment. Thus, the combination of unrecoverable title and a hemmed in geography constraining site assemblage, are serious disincentives to re-investment in this area without government assistance for continued assemblage. Sites 2, 3 and 4 therefore meet the "e" criteria.

Subsection "h" speaks to the "Smart Growth" principles of New Jersey. The Study Area includes a network of urban infrastructure systems such as streets, water and sewer, utility connections, and freight rail. That such a well-developed area should be allowed to deteriorate and fall into a state of disrepair squanders the many public amenities and infrastructure which have been provided. The Study Area also is designated as Metropolitan Planning Area 1 and as an "urban center" by the New Jersey State Plan. Clearly the redevelopment of deteriorated urban districts and the improvement of the built environment to make use of public investments in infrastructure is consistent with Smart Growth principals. The entire Study Area meets this criteria.

A large majority of the Study Area is therefore in a deteriorated condition and in clear need of maintenance and reinvestment. The findings of this investigation indicate that Sites 1, 2, 3 and 4 "qualify as a condemnation area in need of redevelopment."

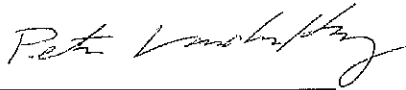
Site 5 of the Study Area is in good condition due to the recently developed hotel on the site and therefore does not qualify as an "area in need of redevelopment" under the Redevelopment Law.

The Study Area (other than Site 5) is clearly in a blighted condition under the meaning of New Jersey's Constitution. Overall, it displays growing decay, deterioration, and vacancy. The growing adverse and deleterious physical condition of the Study Area (other than Site 5) is infectious and has clearly grown from one site to the next, adversely affecting the surrounding properties. The

surrounding commercial areas generally also show signs of deterioration. The negative and deleterious influence of these blighted conditions on the general welfare of the community is clear.

Therefore, the City Planning staff and CME Associates recommend that the Study Area excluding Block 1101 Lot 10 be designated as a Condemnation Area in Need of Redevelopment as it qualifies for such a determination under subsections d, e, and h of NJSA 40A:12A-5.

This document was initially prepared by Jersey City Planning Staff in November 2016, and restated and updated by CME Associates:



Peter Van Den Kooy, PP, AICP

License # 5918



Malvika Apte, PP, AICP

License # 6056

XII. APPENDICES

A-Site Photographs (CME Associates October 2017 & January 2018)21

B-1887 Atlas of Jersey City by LD Fowler.....27

C- Resolution Authorizing the Planning Board to investigate the Study Area.....28

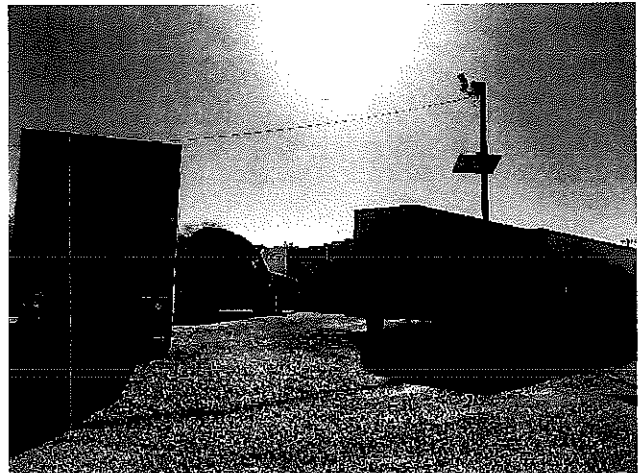
D-Certified Tax Assessor’s list of properties29

A-Site Photographs (CME Associates October 2017 & January 2018)

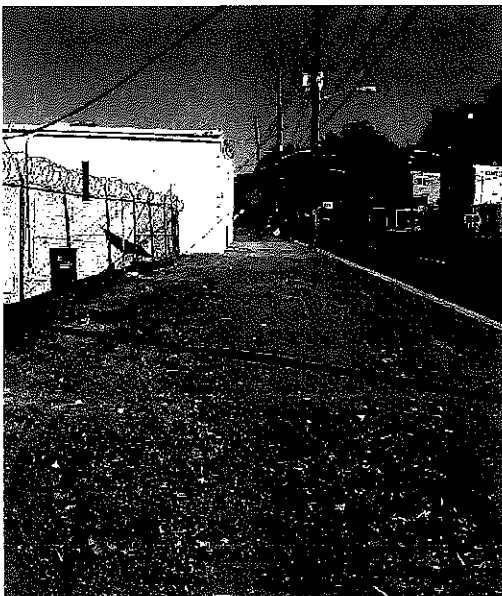
SITE 1- Block 1901 Lots 1, 2 and 3



Obsolete Layout; uneven surface
View from Carroll Ave onto site
Source: CME Associates, January 2018



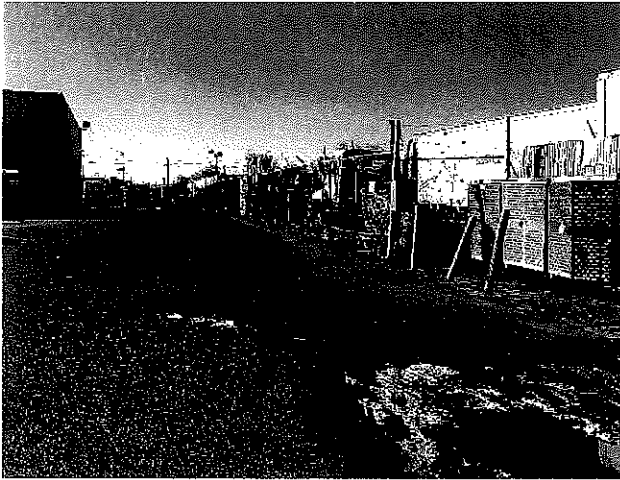
Truck turning; faulty arrangement
View from Carroll Ave onto site
Source: CME Associates, January 2018



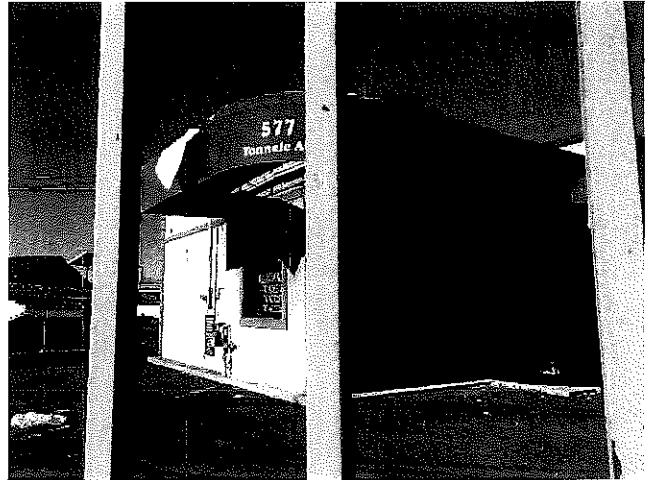
Frontage along Tonnele Ave
Source: CME Associates, October 2017



Signs of vandalism
Source: CME Associates, October 2017



Evidence of site drainage issue
Source: CME Associates, January 2018



Vacant building under remediation
Source: CME Associates, January 2018

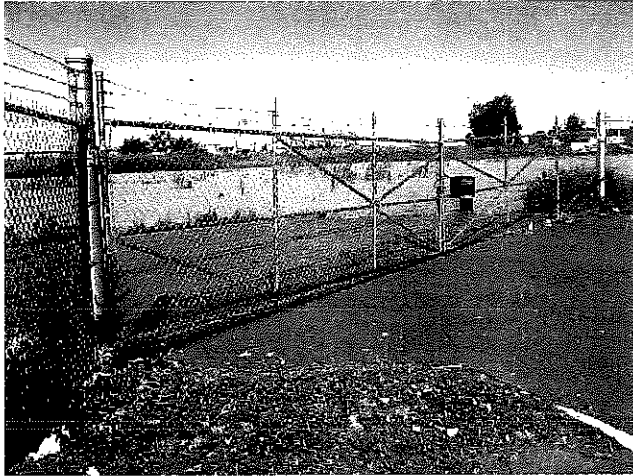


Faulty arrangement; uneven surface
Source: CME Associates, January 2018

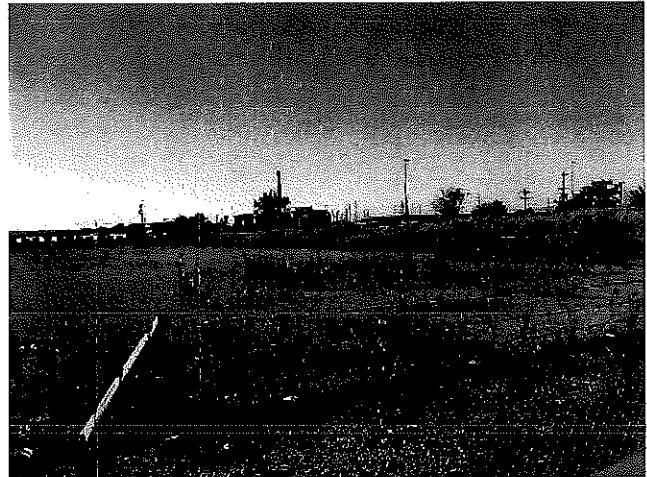


Obsolete Layout
Source: CME Associates, January 2018

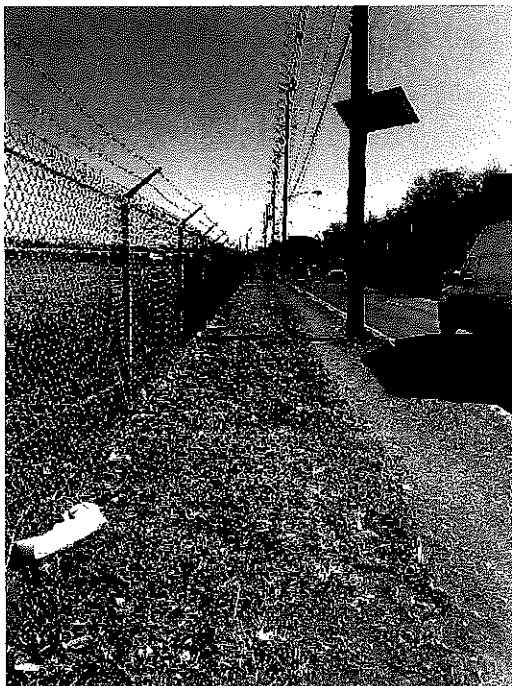
SITE 2- Block 1901 Lots 4-19



View of Site from Tonnele Ave
Source: CME Associates, October 2017



Vacant site with overgrowth
Source: CME Associates, October 2017

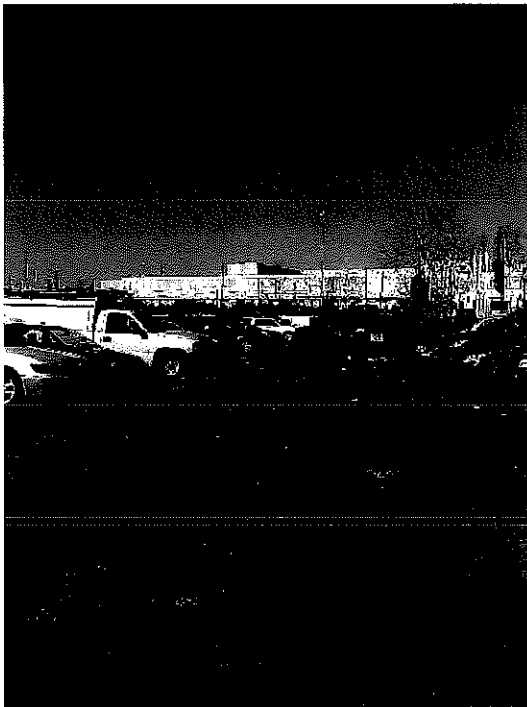


Frontage on Tonnele Ave
Source: CME Associates, January 2018



Utility boxes vandalized
Source: CME Associates, January 2018

SITE 3- Block 1101 Lot 1



Vacated Site; unknown owner
Source: CME Associates, January 2018



View towards Tonnele from Site
Source: CME Associates, October 2017

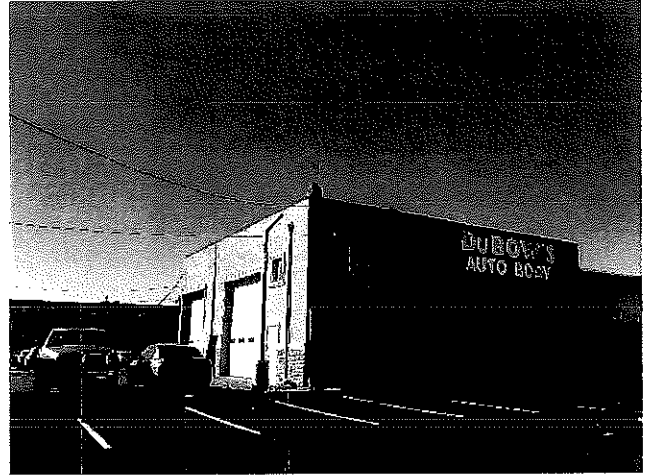


Abandoned vehicles on site
Source: CME Associates, October 2017

SITE 4- Block 1101 Lots 2-9



Building Facade
Source: CME Associates, October 2017



Building Facade
Source: CME Associates, January 2018

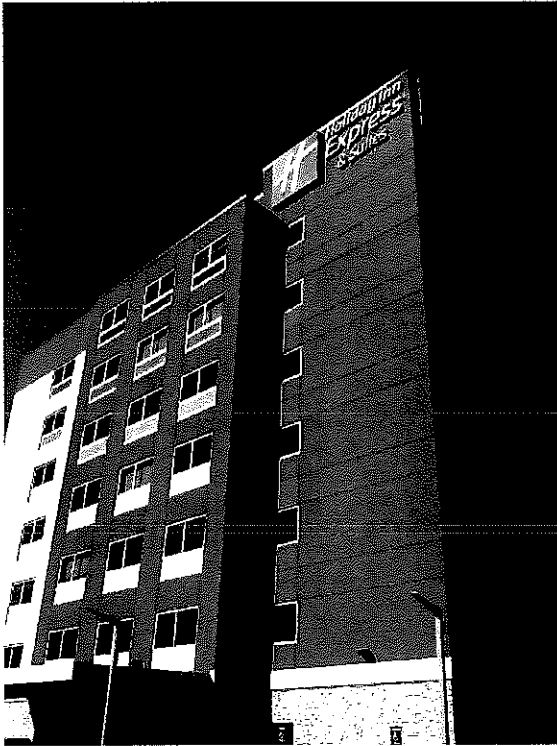


Faulty Arrangement
Source: CME Associates, January 2018

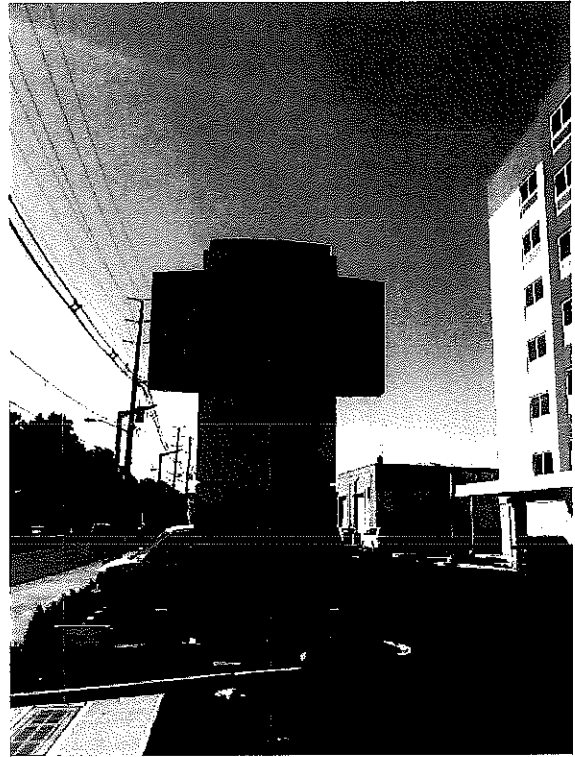


Obsolete Layout
Source: CME Associates, January 2018

SITE 5- Block 1101 Lot 10



Recently built Hotel
Source: CME Associates, October 2017

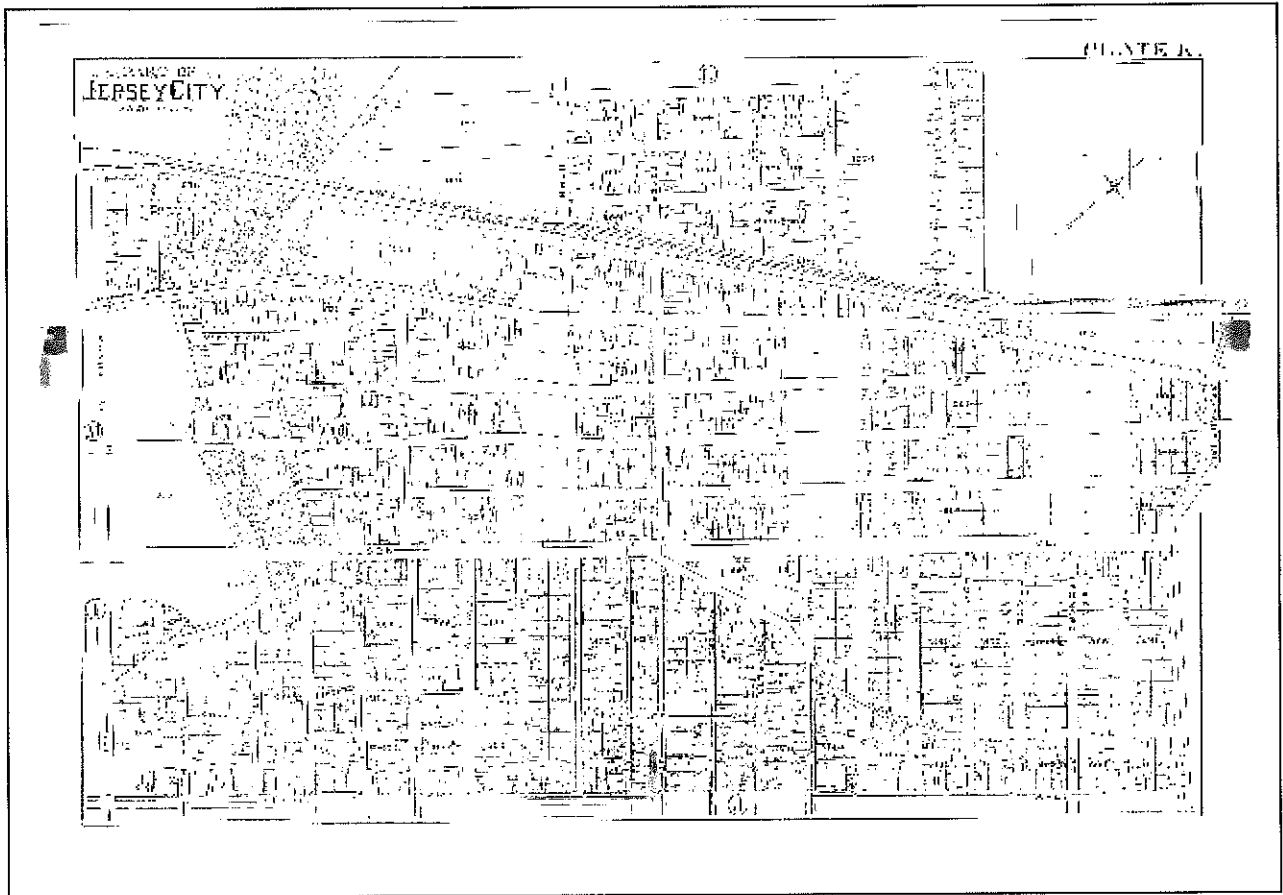


Signage and Entrance
Source: CME Associates, October 2017



Interior lobby
Source: CME Associates, January 2018

B-1887 Atlas of Jersey City by LD Fowler



C-Resolution Authorizing the Planning Board to investigate the Study Area





CITY OF JERSEY CITY

Office of the City Assessor

280 Grove Street, Room 116
Jersey City, New Jersey 07302
Telephone: (201) 547-5131
Facsimile: (201) 547-4949

EDUARDO TOLOZA
CITY ASSESSOR

DATE: January 12, 2018

PROPERTY LOCATION OF APPLICATION : 577-707 Tonnele Avenue
(Tonnele Avenue Study Area)

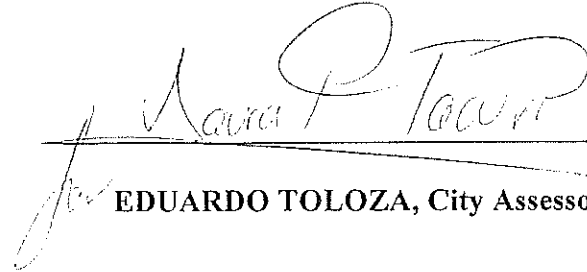
BLOCK(S) / LOT(S) : 1101 / 1-10 and 1901 / 1-19

NAME OF APPLICANT : Matt Ward
Jersey City Planning Division
Jersey

APPLICANT'S TELEPHONE # (201) 547-5010

Pursuant to your request, attached herewith is a list of properties located within the above-captioned study area. This list contains the owner's name, mailing address, block, lot and property location as reflected on the most recent Assessor's Tax List.

C E R T I F I E D

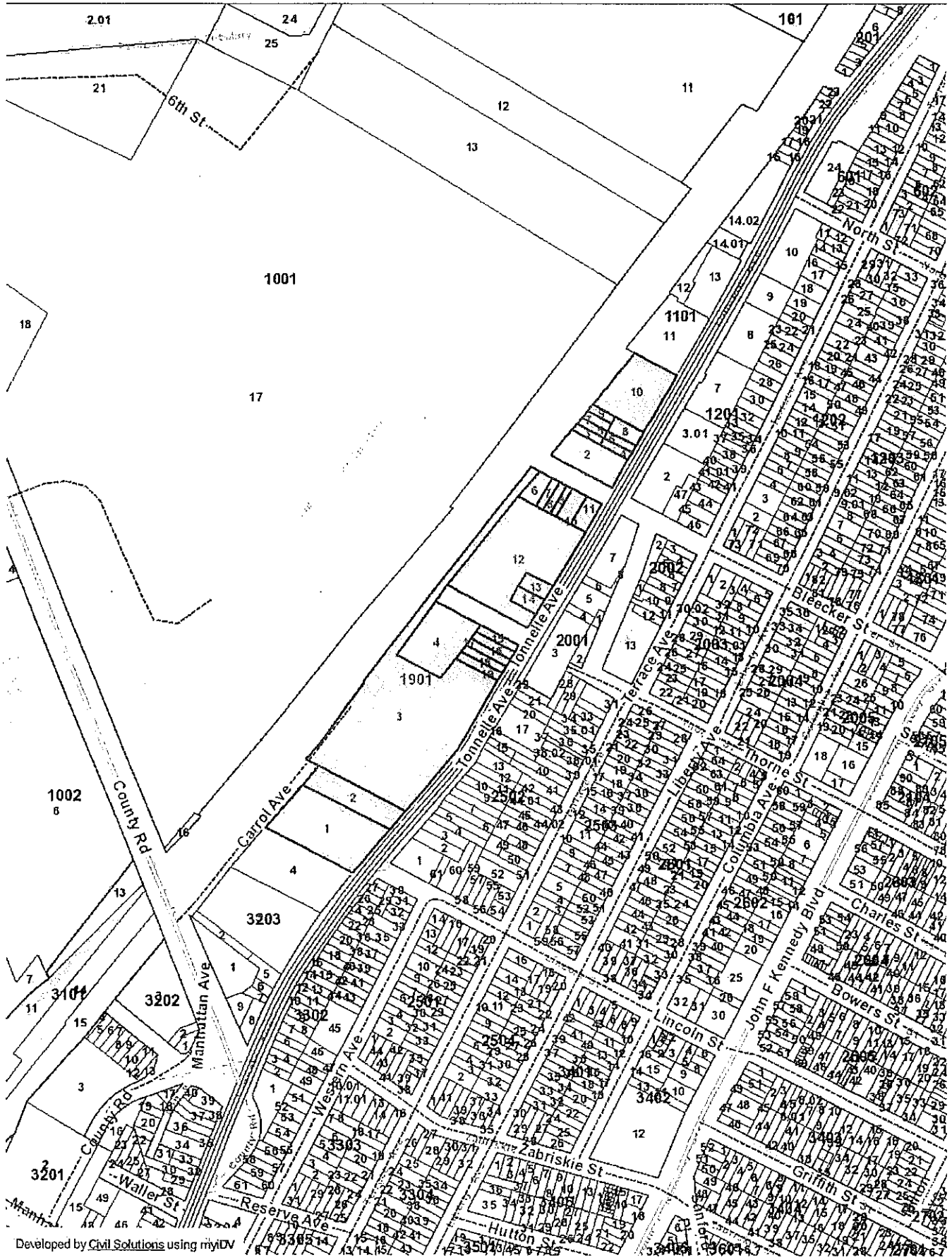

EDUARDO TOLOZA, City Assessor 1/12/18

Also be advised that the following companies must be notified:

P.S.E.& G.	80	PARK PLAZA, NEWARK, NEW JERSEY 07102
COMCAST CABLEVISION	2121	KENNEDY BLVD., JERSEY CITY, NJ 07305
UNITED WATER COMPANY	200	HOOK ROAD, HARRINGTON PARK, NJ 07640
JERSEY CITY M.U.A.	555	ROUTE 440, JERSEY CITY, NEW JERSEY 07305
VERIZON TELEPHONE	540	BROAD STREET, NEWARK, NEW JERSEY 07102

Buffer Report - Map

Jersey City





CITY OF JERSEY CITY

Office of the City Assessor

Subject Property : Tonnele Avenue Study Area

Block & Lot listing of properties within subject study area.

Property Location : 577-707 Tonnele Avenue

Date : January 12, 2018

BLOCK	LOT	QUAL	PROPERTY LOCATION	CLASS	OWNER'S NAME	MAILING ADDRESS	CITY_STATE	ZIP CODE
1101	2		689 TONNELE AVE.	4B	BALASSONE, ARTHUR	689 TONNELE AVE.	JERSEY CITY, N.J.	07307
1101	3		CARROLL AVE.	1	BALASSONE, ARTHUR	689 TONNELE AVE.	JERSEY CITY, N.J.	07307
1101	4		TONNELE AVE.	1	BALASSONE, ARTHUR	689 TONNELE AVE.	JERSEY CITY, N.J.	07307
1101	5		CARROLL AVE.	1	BALASSONE, ARTHUR	689 TONNELE AVE.	JERSEY CITY, N.J.	07307
1101	6		695 TONNELE AVE.	1	BALASSONE, ARTHUR	689 TONNELE AVE.	JERSEY CITY, N.J.	07307
1101	7		CARROLL AVE.	1	BALASSONE, ARTHUR	689 TONNELE AVE.	JERSEY CITY, N.J.	07307
1101	8		697 TONNELE AVE.	4A	BALASSONE, ARTHUR	689 TONNELE AVE.	JERSEY CITY, N.J.	07307
1101	9		CARROLL AVE.	1	BALASSONE, ARTHUR	689 TONNELE AVE.	JERSEY CITY, N.J.	07307
1101	10		707 TONNELE AVE.	4A	RATAN JERSEY CITY URBAN RENEWAL, LLC	1300 TONNELE AVENUE	NORTH BERGEN N.J.	07047
1901	1		577 TONNELE AVE.	4A	577 TONNELE AVENUE L.L.C.	5370 N. VIA VELAZQUEZ	TUCSON, AZ.	85715
1901	2		591 TONNELE AVE.	4A	NEW JERSEY TERMINAL, L.L.C.	1501 HUGHES WY STE 200	LONG BEACH, CA	90810
1901	3		595 TONNELE AVE.	4B	NEW JERSEY TERMINAL, L.L.C.	1501 HUGHES WAY STE 200	LONG BEACH, CA	90810
1901	4		CARROLL AVE.	4B	651 TONNELE AVE., LLC.	1501 HUGHES WAY, #200	LONG BEACH, CA.	90810
1901	6		219-221 BLEECKER ST.	1	STAN. SLICATE CO. C/O DIA. ALK. CO	P.O. BOX 27570	HOUSTON, TEX.	77227
1901	7		217 BLEECKER ST.	1	DIAMOND SHAMROCK CORP	P.O. BOX 27570	HOUSTON, TEX.	77227
1901	8		215 BLEECKER ST.	1	DIAMOND SHAMROCK CORP	P.O. BOX 27570	HOUSTON, TEX.	77227
1901	9		213 BLEECKER ST.	1	DIAMOND SHAMROCK CORP	P.O. BOX 27570	HOUSTON, TEX.	77227
1901	10		209-211 BLEECKER ST.	1	DIAMOND SHAMROCK CORP	P.O. BOX 27570	HOUSTON TEX.	77227
1901	11		205-207 BLEECKER ST.	1	DIAMOND SHAMROCK CORP	P.O. BOX 27570	HOUSTON TEX.	77227
1901	12		661-671 TONNELE AVE.	4B	DIAMOND SHAMROCK CORP	P.O. BOX 27570	HOUSTON TEX.	77227

BLOCK	LOT	QUAL	PROPERTY LOCATION	CLASS	OWNER'S NAME	MAILING ADDRESS	CITY_STATE	ZIP CODE
1901	13		659 TONNELE AVE.	1	DIAMOND SHAMROCK CORP	P.O. BOX 27570	HOUSTON TEX.	77227
1901	14		655 TONNELE AVE.	1	DIAMOND SHAMROCK CORP	P.O. BOX 27570	HOUSTON TEX.	77227
1901	15		TONNELE AVE.	1	DIAMOND SHAMROCK CORP	P.O. BOX 27570	HOUSTON, TEX.	77227
1901	16		TONNELE AVE.	1	DIAMOND SHAMROCK CORP	P.O. BOX 27570	HOUSTON, TEX.	77227
1901	17		TONNELE AVE.	1	651 TONNELE AVE., LLC.	1501 HUGHES WAY,#200	LONG BEACH, CA.	90810
1901	18		641 TONNELE AVE.	1	651 TONNELE AVE., LLC.	1501 HUGHES WAY,#200	LONG BEACH, CA.	90810
1901	19		639 TONNELE AVE.	1	651 TONNELE AVE., LLC.	1501 HUGHES WAY,#200	LONG BEACH, CA.	90810

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 18-380

Agenda No. _____ 10.R

Approved: _____ APR 25 2018

TITLE:



RESOLUTION RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR 2018 LOCAL AID INFRASTRUCTURE FUND (DISCRETIONARY AID) FOR THE MARTIN LUTHER KING DRIVE ROADWAY AND TRAFFIC SIGNAL IMPROVEMENTS PROJECT #14-005-E FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, the City of Jersey City ("City") previously applied for and received a grant award in the amount of \$989,590.00 from the Municipal Aid - 2016 Program funded by the New Jersey Transportation Trust Fund Authority ("TTFA") for the Martin Luther King Drive Roadway Improvements; and

WHEREAS, the State of New Jersey Department of Transportation ("NJDOT") has announced it is now accepting grant applications for the 2018 Local Aid Infrastructure Fund (LAIF) (Discretionary Aid) that must be completed and submitted through the System for Administering Grants Electronically (SAGE) on or before June 30, 2018; and

WHEREAS, the City of Jersey City ("City"), Department of Administration, Division of Engineering; Traffic and Transportation prepared and submitted on April 9, 2018 an electronic grant application **LAIF 2018 MLK Drive Roadway and Traffic Signal Improvements – 00121** ahead of the deadline; and

WHEREAS, in order to meet the deadline for the 2018 grant program, the City is requesting funding from the NJDOT 2018 LAIF for the primary purpose to make qualified roadway and traffic signal improvements; and

WHEREAS, the City agrees that it shall be required to appropriate capital funds for State non-participating items such as police salary hours and/or other ineligible costs of the project; and

WHEREAS, the City agrees to assume a commitment for maintenance and repair of the roadway and traffic signal improvements; and

WHEREAS, the Grant Application/Agreement is executed upon final review and approval by NJDOT following the submission of this resolution;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that it ratifies and approves the submission of a grant application for the grant identified as **LAIF-2018 MLK Drive Roadway and Traffic Signal Improvements-00121** to the New Jersey Department of Transportation on the City of Jersey City requesting \$839,385.39 of available discretionary funding; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approves the establishment of an account for the grant.

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 18-380

Agenda No. _____ 10.R

Approved: _____ APR 25 2018



TITLE:

RESOLUTION RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR 2018 LOCAL AID INFRASTRUCTURE FUND (DISCRETIONARY AID) FOR THE MARTIN LUTHER KING DRIVE ROADWAY AND TRAFFIC SIGNAL IMPROVEMENTS PROJECT #14-005-E FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

Certified as a true copy of the Resolution adopted by Council,
On this _____ day of _____, 2018

City Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

City Clerk
Robert Byrne

Presiding Officer
Steven M. Fulop, Mayor of Jersey City

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMEN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING THE SUBMISSION OF A GRANT APPLICATION AND AUTHORIZING THE APPLICATION AND EXECUTION OF A GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR 2018 LOCAL AID INFRASTRUCTURE FUND (DISCRETIONARY AID) FOR THE MARTIN LUTHER KING DRIVE ROADWAY AND TRAFFIC SIGNAL IMPROVEMENTS PROJECT #14-005-E FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

Initiator

Department/Division	ADMINISTRATION	ENGINEERING
Name/Title	JOSE R. CUNHA, C.M.E., P.E.	MUNICIPAL ENGINEER
Name/Title		
Phone/email	201-547-4411	jcunha@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City of Jersey City ("City") wishes to apply for additional discretionary grant funding in the total amount of \$839,385.39 from the Local Aid Infrastructure Fund (LAIF) (Discretionary Aid) Program, administered by the New Jersey Department of Transportation (NJDOT). The funds are provided under the New Jersey Transportation Trust Fund.

This funding will supplement the original project which includes milling and paving of Martin Luther King Drive between McAdoo Avenue and Communipaw Avenue. In addition, the work includes roadway base repair, the replacement or installation of ADA ramps, thermoplastic striping of the road, repairs to catch basins, along with pedestrian and traffic signal upgrades. Project also involves installation and resetting of manholes, catch basin curb pieces, and water valves, in addition to all other incidental work in accordance with the contract documents.

Municipal Aid 2016 funding in the amount of \$989,590.00 was previously approved for this project. The scope of work has since been increased to include the milling and paving of eight additional intersections along MLK Drive between Ege Avenue and Bramhall Avenue within the original project limits. The scope of work has also been increased to include pedestrian and traffic signal upgrades also within the original project limits.

Cost (Identify all sources and amounts)**Contract term (include all proposed renewals)**

Construction Estimate		\$1,937,189.20
Const. Mgmt/Inspection/Testing		\$290,578.38
	TOTAL ESTIMATE	\$2,227,767.58

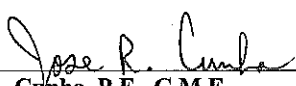
TOTAL GRANT THIS PROJECT = \$1,828,975.39
CITY CAPITAL MATCH = \$398,792.19

Type of award

Grant Application

If "Other Exception", enter type

I certify that all the facts presented herein are accurate.


Jose R. Cunha, P.E., C.M.E.
Director of Engineering

4/25/18
Date

Brian D. Platt, MPA, Business Administrator
Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



BRIAN D. PLATT
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : April 16, 2018

TO : Rolando Lavarro, Council President and Municipal Council

CC : Robert Byrne, City Clerk
Donna Mauer, Chief Financial Officer
Ray Reddington, Law Department
Dawn Odom, Supv. Adm. Analyst

FROM : Jose R. Cunha, PE, CME, Director of ET&T


SUBJECT : **Recommendation to Submit LAIF/Discretionary Grant Application**
MLK Drive Roadway Improvements
Jersey City Project No. 14-005E


Attached for your consideration is a resolution ratifying the submission of a grant application and execution of a grant agreement with NJDOT for 2018 Local Aid Infrastructure Fund (LAIF) for the above referenced project.

The project includes milling and paving of Martin Luther King Drive between McAdoo Avenue and Communipaw Avenue. In addition, the work includes roadway base repair, the replacement or installation of ADA curb ramps, thermoplastic striping of the road, repairs to catch basins, along with pedestrian and traffic signal upgrades. The project also involves installation and resetting of manholes, catch basin curb pieces, and water valves, in addition to all other incidental work in accordance with the contract documents.

Municipal Aid 2016 funding in the amount of \$989,590.00 was previously approved for this project. The scope of work has since been increased to include the milling and paving of eight additional intersections along MLK Drive between Ege Avenue and Bramhall Avenue within the original project limits. The scope of work has also been increased to include pedestrian and traffic signal upgrades also within the original project limits.

Sincerely,


Jose R. Cunha, P.E., C.M.E.
Municipal Engineer


Brian D. Platt, MPA
Business Administrator

Local Aid Infrastructure Fund 2018
LAIF-2018-MLK Drive Roadway and Traffic Sign-00121
Type of Improvement: 1

Infrastructure	Purpose
Bikeway	Primary project purpose is for constructing new bikeways (e.g. bike lanes, bike paths, bike compatible roadways).
Bridge Preservation	Primary project purpose is for improving the condition of bridge infrastructure (e.g. new deck, rehabilitation, replacement).
Mobility	Primary project purpose is to enhance mobility and reduce congestion (e.g. adding lanes, park & ride, signal optimization).
Pedestrian Safety	Primary project purpose is to enhance pedestrian safety (e.g. new sidewalks, new crosswalks, traffic calming, pedestrian overpass).
Quality of Life	Primary project purpose is for beautification, environmental mitigation, economic development or historic preservation.
✓ Roadway Preservation	Primary project purpose is for improving the condition of roadway infrastructure (e.g. resurfacing, reconstruction, drainage).
Roadway Safety	Primary project purpose is to enhance vehicular safety (e.g. guide rail, signing, warning devices, striping).

Local Aid Infrastructure Fund 2018
LAIF-2018-MLK Drive Roadway and Traffic Sign-00121
Project Location

County to filter by:

Hudson County

Municipalities:

Jersey City

Local Aid Infrastructure Fund 2018
LAIF-2018-MLK Drive Roadway and Traffic Sign-00121
Roadway Data Sheet

Project Classification

Please check the one most applicable:

- ✓ Resurfacing
- Reconstruction
- Surface Treatment
- Drainage
- Widening
- New Roadway

Existing Road Conditions. Please enter minimum Widths. If not known enter Zero.

Note: If your application includes various locations use a weighted average value according to distance.

Current ADT:	7500		
Truck Traffic over 5 Tons (%):	10		
Legal Speed Limit (mph):	25		
Right of Way Width (feet):	60		
Is this Project located on a	✓	No	
Commuter Bus Route?	Yes		
Pavement Width (feet):	36		
Shoulder Width (feet):	0		
Curbing:	One Side	✓ Both Sides	Neither
Sidewalk:	One Side	✓ Both Sides	Neither
	Existing Minimum Width (feet):	12	
Parking Restrictions:	None		

Are there any public facilities within 1/2 mile of the project limits? (e.g. Retail centers, school, worship place, library, fire station, etc.?)

Yes. The public facilities include Academy I Middle School, Henry Snyder High School, Public School No. 34, Sacred Heart School, Jersey City Free Public Library, U.S. Post Office, Hudson Bergen Light Rail Station, Heavenly Temple Church of God, Jersey City Police Department - Greenville Precinct, Jersey City Fire Company No. 8, Mary McLeod Bethune Life Center, and Urban Medical Center.

If the project improves safety, please explain below

The milling and paving of MLK Drive will improve ride quality and safety of vehicular traffic. The reconstruction of concrete sidewalks and curbs will improve walking conditions for pedestrians and will reduce the likelihood of trip and fall hazards. The striping of crosswalks and roads, pedestrian and traffic signal upgrades, and installation of new regulatory signs will also improve the flow of traffic and safety.

Total Estimated Cost of Improvement

Local Aid Infrastructure Fund 2018
LAIF-2018-MLK Drive Roadway and Traffic Sign-00121
Applicant Information

Clerk Information

First Name: Robert
Last Name: Byrne
County: Hudson
Municipality: Jersey City
Address 1: City Hall
Address 2: 280 Grove Street
City: Jersey City
State: NJ
Zip: 07302
Phone: 201-547-5150
E-Mail: rbyrne@jcnj.org

Municipal Engineer

First Name: Joe
Last Name: Cunha
County: Hudson
Municipality: Jersey City
Address 1: Municipal Services Complex
Address 2: 13-15 Linden Avenue East
City: Jersey City
State: NJ
Zip: 07305
Phone: 201-547-4411
E-Mail: jcunha@jcnj.org

County Executive/Freeholder Director

First Name:
Last Name:
County:
Address 1:
Address 2:
City:
State:
Zip:
Phone:
E-Mail:

Local Aid Infrastructure Fund 2018
LAIF-2018-MLK Drive Roadway and Traffic Sign-00121
Signature Page

Title of presiding officer who will be signing this application/agreement: Mayor

Please Click here download the attached Resolution/Agreement, complete, sign/seal and submit electronically *at the time of application*.

[https://njsage.intelligrants.com/ Upload/1775697-LAIFReso.pdf](https://njsage.intelligrants.com/Upload/1775697-LAIFReso.pdf)

Failure to submit the resolution/agreement electronically through NJDOT SAGE will prohibit the NJDOT from considering your project for funding. Three (3) original copies of the resolution/agreement should be submitted to the Local Aid District Office within 30 days from your application submission date.



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

ENGINEER'S DESIGN CERTIFICATION

I hereby certify that as a licensed Professional Engineer in the State of New Jersey, the design for
Martin Luther King Drive Roadway and Traffic Signal Improvements

(Name of Project)

in the City of Jersey City County of Hudson
(Name of Municipality) (Name of County)

is in substantial conformance with the applicable AASHTO design criteria subject to the attached design exceptions. Furthermore, the contract documents for the project require the workmanship and materials to be in substantial conformance with the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction.

Additionally, I certify, that if applicable for this project, it is in conformance with and as stipulated in Public Law 2008 c. 110 for traffic ordinance regulating the passage or stopping of traffic at certain congested street corners or other designated points, including the establishment of multi-way stop control as applicable to potential impacts to adjacent facilities, including state highways as noted in the law. Further, I certify that improvements involving traffic engineering features, i.e. designation or erection of signs of placement of pavement markings, parking prohibitions, establish speed limits, designation of one-way streets, etc. are in conformance with the current edition of the MUTCD for Streets and Highways and all supporting permits. Required documentation will be submitted as per this law, upon completion of construction phase.

James A. Priolo, PE, License Number GE37143
(Name of Designer)

[Signature]
(Signature)

Engineer
(Title)

3/15/18
(Date)

(Check One)

 Design exceptions Attached
X No Design Exceptions Required

PE Seal

Existing Condition Photos

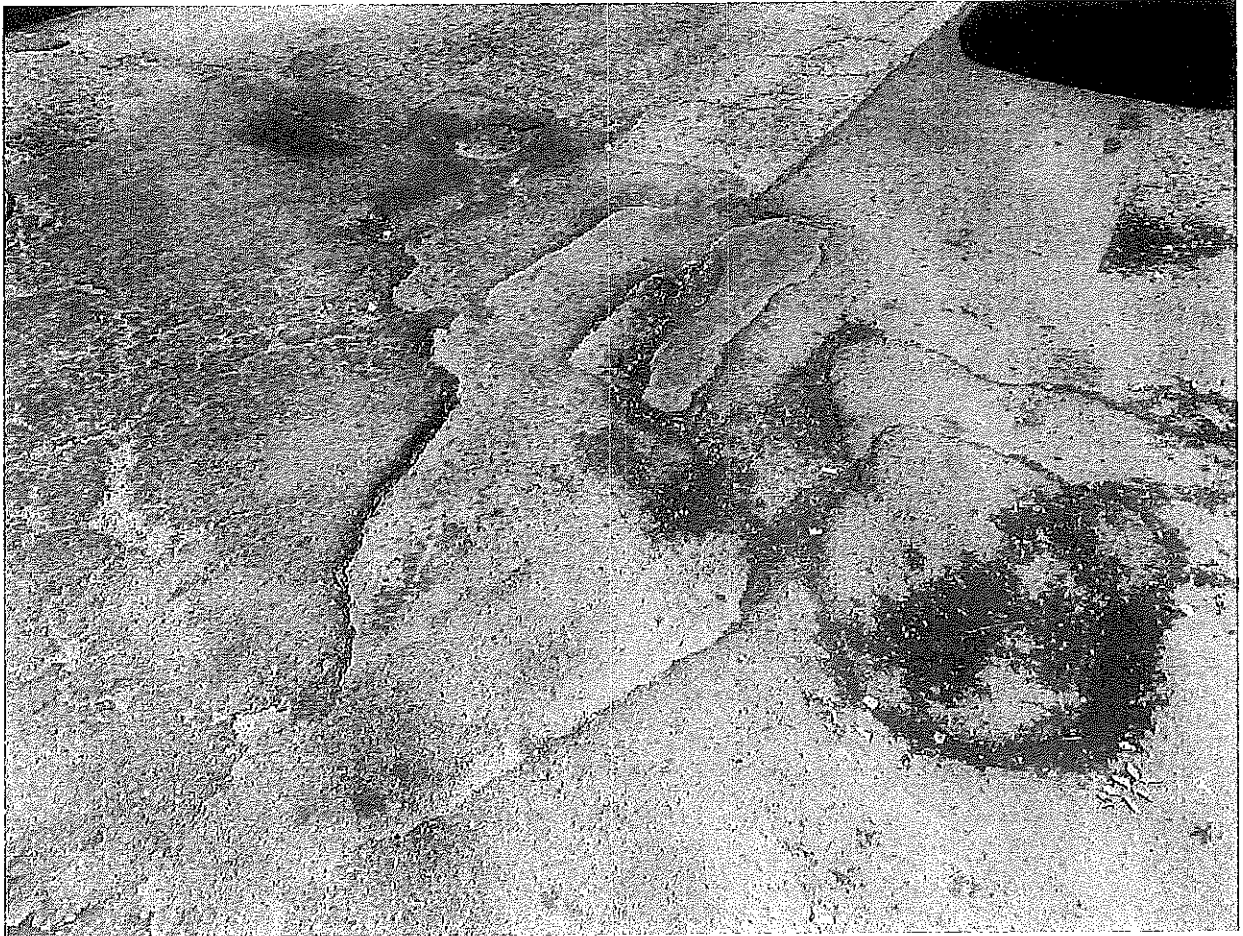


Image 1. Example of the existing conditions of the roadway surface throughout the targeted corridor of Martin Luther King Jr. Drive (From Communipaw Avenue to McAdoo Avenue). Cracks, depressions, potholes and other damage poses dangers to motor vehicles, pedestrians and cyclists and makes travel and parking through the commercial corridor difficult and undesirable.

Existing Condition Photos

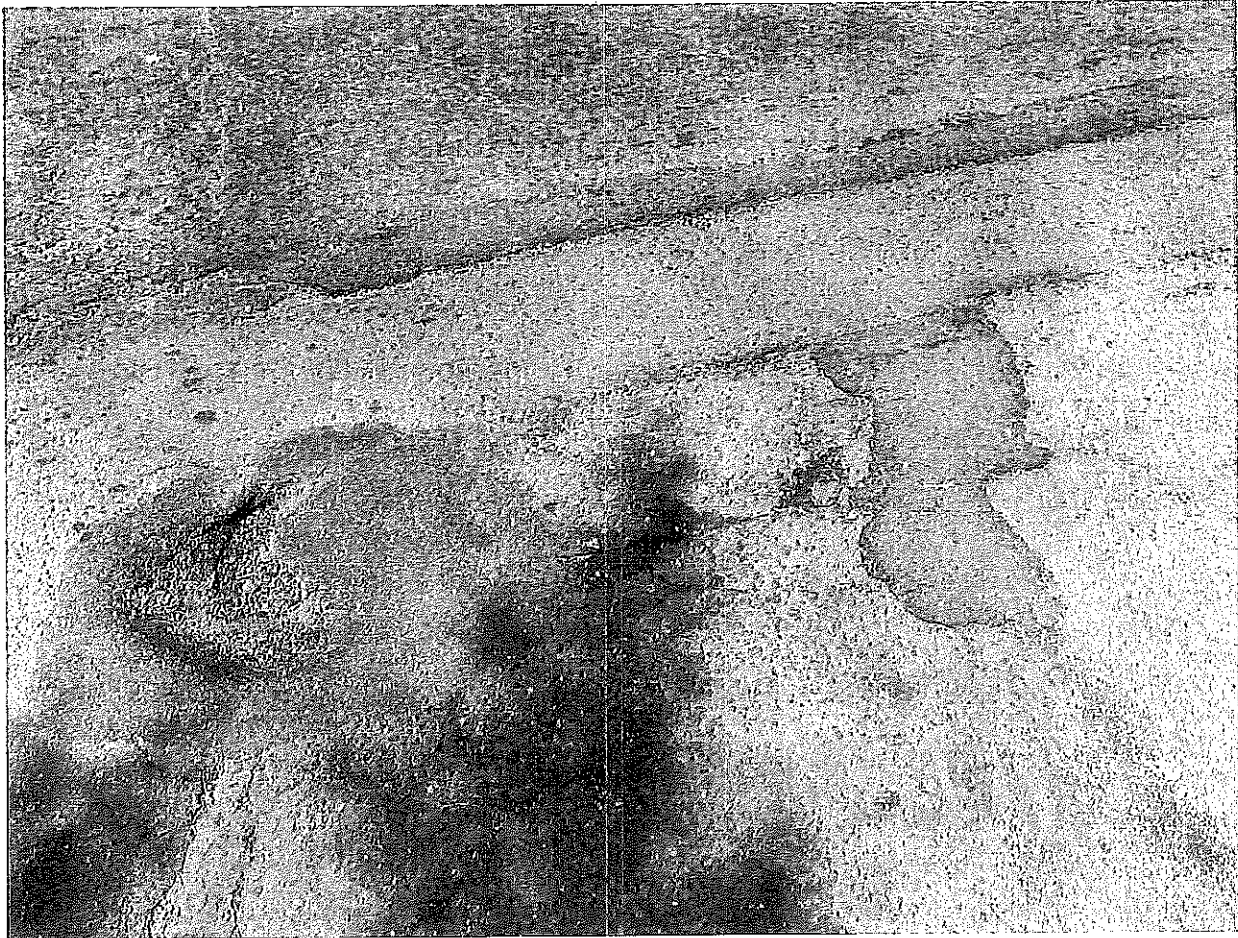


Image 3. Example of the existing conditions of the roadway surface throughout the targeted corridor of Martin Luther King Jr. Drive (From Commpunipaw Avenue to McAdoo Avenue).

Existing Condition Photos

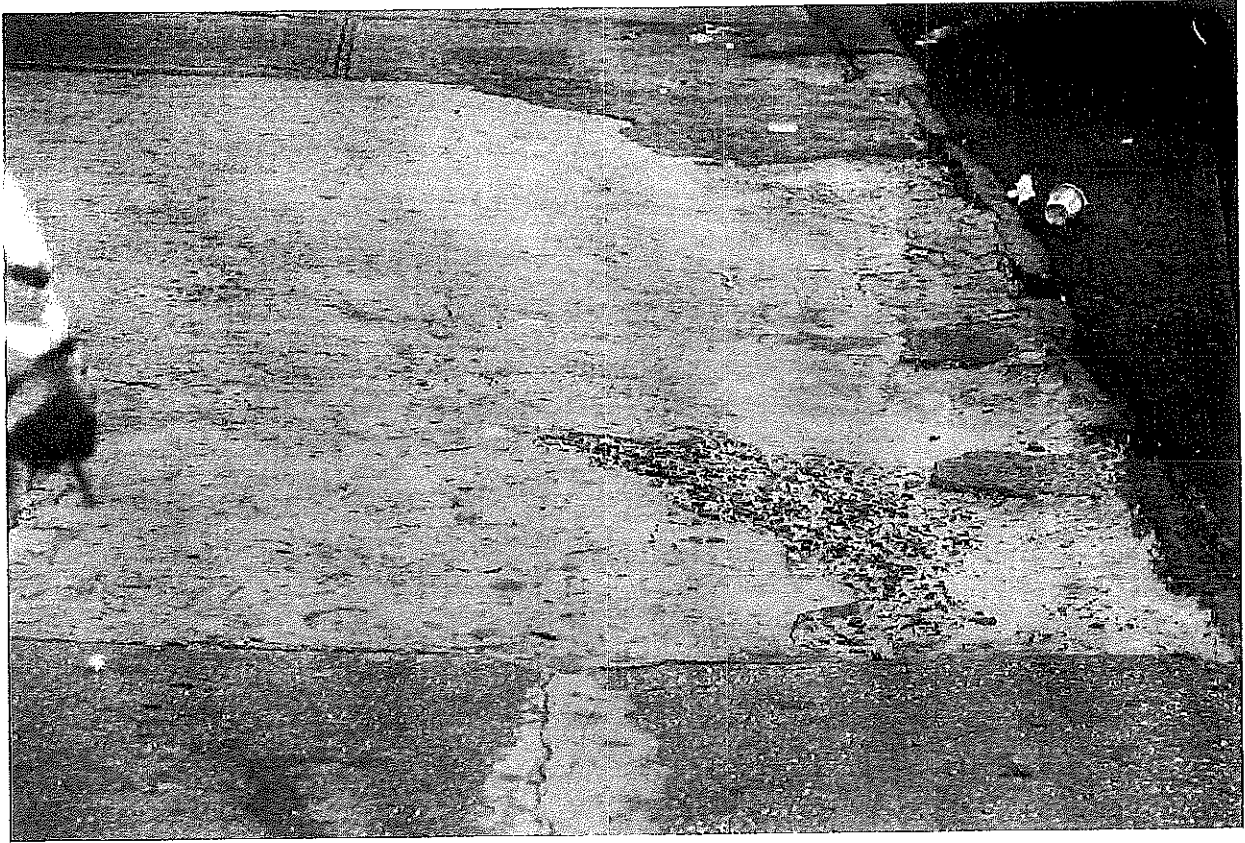


Image 5. Example of the existing conditions of the sidewalks throughout the targeted corridor of Martin Luther King Jr. Drive (From Communipaw Avenue to McAdoo Avenue). The poor condition of the sidewalk and lack of distinction between the roadway, curbline and sidewalk, make navigating the commercial corridor difficult and dangerous.

Existing Condition Photos

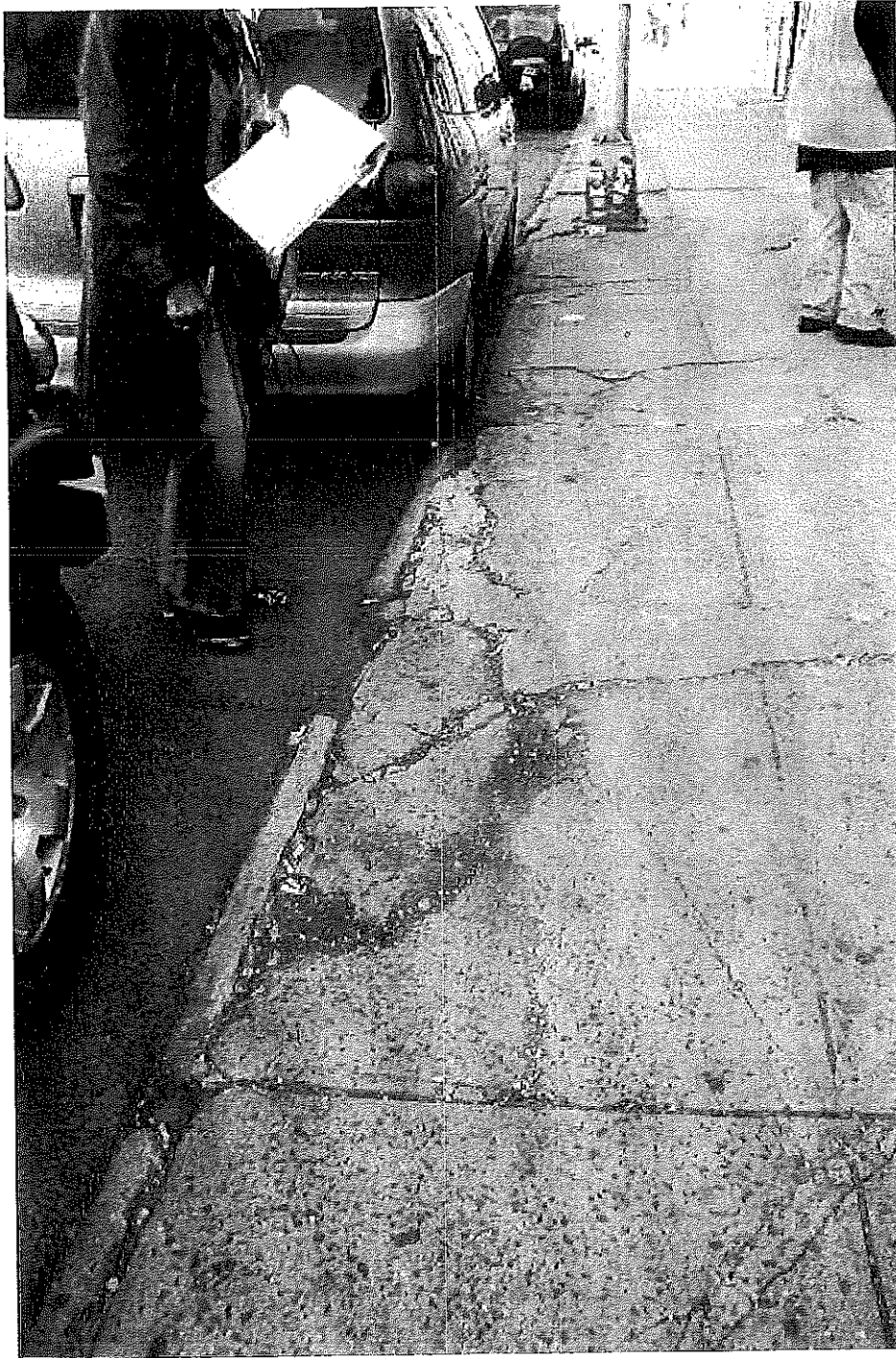


Image 7. Additional evidence of how the poor condition of the sidewalk affects use throughout the corridor. Here, a vehicle is unable to distinguish between the sidewalk and pedestrian travel routes and the vehicle right-of-way.

Existing Condition Photos



Image 9. A tree pit on MLK Drive. Removing the cracked concrete sidewalk around the tree and replacing sidewalk infrastructure will allow for future projects that upgrade green infrastructure, street trees, and other urban greenlife in the corridor.

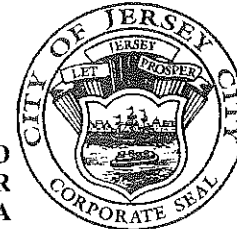
Project Location Map

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-381

Agenda No. 10.5

Approved: APR 25 2018



TITLE: RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A GRANT AGREEMENT WITH DR. PEPPER SNAPPLE GROUP IN PARTNERSHIP WITH KEEP AMERICA BEAUTIFUL, THAT WILL PROVIDE SIXTY (60) RECYCLING BINS IN CONNECTION WITH THE KEEP AMERICA BEAUTIFUL PROGRAM

WHEREAS, Dr. Pepper Snapple Group in partnership with Keep America Beautiful (Dr. Pepper) operates a program known as Keep America Beautiful; and

WHEREAS, under this program, Dr. Pepper provides municipalities with recycling bins at no cost; and

WHEREAS Dr. Pepper has offered to provide the City of Jersey City (City) with of sixty (60) recycling bins as part of its Keep America Beautiful program; and

WHEREAS, these bins will be placed throughout the City and will be used to collect aluminum, plastic bottles, other plastic containers, glass and paper; and

WHEREAS, as an requirement for receiving the grant, the City is required to track and report the amount of recyclables collected with the bins over a two year period and to execute a grant agreement with Dr. Pepper; and

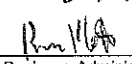
WHEREAS, the City is authorized to accept gifts and execute grant agreements pursuant to N.J.S.A. 40A:5-29.

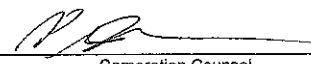
NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The City is authorized to accept a gift of sixty (60) recycling bins from Dr. Pepper Snapple Group in partnership with Keep America Beautiful; and
2. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached Grant Agreement and such other documents necessary to effectuate the purposes of this resolution; and
3. The term of the Grant Agreement shall be three (3) years.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 
PGS/bb
April 16, 2018
Business Administrator


Corporation Counsel

Certification Required ☐

Not Required ☒

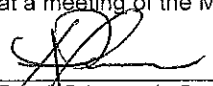
APPROVED 8-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rafael R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A GRANT AGREEMENT WITH DR. PEPPER SNAPPLE GROUP IN PARTNERSHIP WITH KEEP AMERICA BEAUTIFUL, THAT WILL PROVIDE SIXTY (60) RECYCLING BINS IN CONNECTION WITH THE KEEP AMERICA BEAUTIFUL PROGRAM

Project Manager

Department/Division	DPW	Director's Office
Name/Title	Patrick Stamato	DPW Director
Phone/email	201-547-4400 201-306-8100	pstamato@jcnj.org

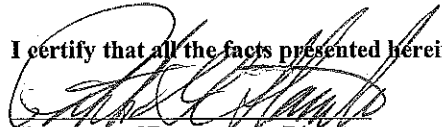
Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- Dr. Pepper Snapple Group in partnership with Keep America Beautiful (Dr. Pepper) operates a program known as Keep America Beautiful.
- Under this program, Dr. Pepper provides municipalities with recycling bins at no cost.
- Dr. Pepper has offered to provide the City of Jersey City (City) with of sixty (60) recycling bins as part of its Keep America Beautiful program.
- These bins will be placed throughout the City and will be used to collect aluminum, plastic bottles, other plastic containers, glass and paper.

Cost (Identify all sources and amounts)**Contract term (include all proposed renewals)****Type of award** **If "Other Exception", enter type
Additional Information**

I certify that all the facts presented herein are accurate.


Signature of Department Director
Date

From: Isaac Nicholson <inicholson@kab.org>

Sent: Wednesday, March 14, 2018 2:30 PM

Subject: 2018 Keep America Beautiful / Dr Pepper Snapple Public Space Recycling Grant

Dear Park Recycling Grant Applicant,

Congratulations! Your organization has been conditionally selected to receive a 2018 Dr. Pepper Snapple / Keep America Beautiful Public Space Recycling Grant. At the bottom of this email you will find your organization listed along with the style and the number of recycling bins awarded.

To confirm your grant and arrange the delivery of the recycling bins, you will need **complete the online Agreement form by Friday, March 30**. Please contact us directly if you anticipate needing additional time to complete this. Important notes about the agreement:

- The form will ask you to confirm the number and style of bin listed below are appropriate. Note:
 - In some cases we are only able to provide a partial grant for a lower number of bins than requested.
 - We encourage you to review the bin specifications to ensure they are consistent with your expectations. You can find them [here](#).

Please contact us directly before completing the form if you have concerns about either issue that would potentially impact your recycling project.

- You will need to provide shipping address and any special instructions on the agreement form. Depending on the number of bins awarded (see table below), they may be delivered on a large tractor trailer truck shrink wrapped on pallets. We will need exact details about your ability to unload bins from such trucks, details which we'll use to coordinate the delivery directly with the vendor. There is no cost to your organization for the freight charges, however, if the truck is not able to deliver or unload the bins because of inaccurate or incomplete information on this form, this could result in special charges that would become your organization's responsibility. In most circumstances, the vendor will likely coordinate to ship both the grant and independently-purchased (if any) together at the same time. In that circumstance, the vendor will arrange to invoice your organization for the percentage of the freight cost related to the bins you purchase, while charging KAB separately for the freight for the grant bins.

- The form will ask you to confirm that your organization accepts the terms of the grant. These terms are included along with details about required grant reports in the attached "Tracking & Reporting" document.
- Keep America Beautiful and Dr Pepper Snapple will issue a press release nationally in the coming month to announce the grant awards. You are encouraged to issue your own local media announcement after the official release. We will send a follow up email in the next week to confirm the exact timing for this national release, and share a "swiss cheese" template version you can adapt and use.

Discounted Bin Opportunity: Keep America Beautiful has made special arrangements with our recycling bin vendors to extend reduced pricing exclusively for grant applicants for the same style of bins provided by the grant, as well in some cases, for matching trash bins. This limited opportunity is available to all applicants. All purchases need to be made directly with the vendor. We will send a follow up email with information on how to take part in this special deal.

As a courtesy, I have attached a sample version of the grant agreement to preview. **However, you will need to complete the actual agreement using the online form, located here: [Grant Agreement](#)**

For general planning, anticipate the recycling bins to be delivered in May. We will send updates with more specific timing once all grant agreements have been completed and our vendors confirm their production timeline.

Congratulations again on being selected for a grant! Feel free to contact me with any questions.

Regards,

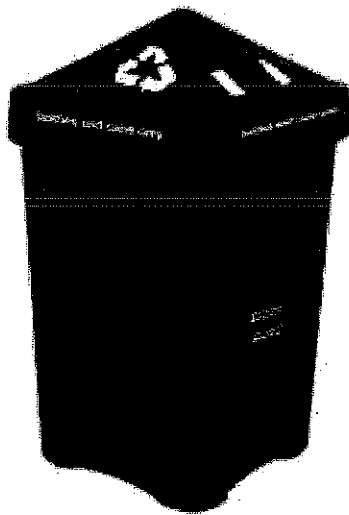
Isaac Nicholson
Manager, Recycling
Keep America Beautiful

Organization Name	City	State	Total Grant
The City of Alton	Alton	TX	50
The Alaska Zoo	Anchorage	AK	15
Schenectady County Environ. Advisory Council	Niskayuna	NY	20
Old Town-Orono YMCA	Old Town	ME	12
Keep Cocke County Beautiful	Newport	TN	20

Delaware Nation of Oklahoma
County of Fayette
City of Miami
City of Mendota Heights
City of Jersey City
City of East Orange
Charter Township of Canton

Anadarko	OK	14
Uniontown	PA	24
Miami	FL	150
Mendota Heights	MN	22
Jersey City	NJ	60
East Orange	NJ	50
Canton	MI	30

Style 2 – General Purpose



2018 Park Recycling Bin Grantee Agreement

Congratulations on receiving a park recycling bin grant.

Please carefully read each portion of this agreement. By completing this survey, your organization is indicating that they agree to the terms of the grant and commit to fulfilling all of the requirements. If you have questions about any aspect of this agreement, please contact Isaac Nicholson at inicholson@kab.org. If you would like to have a copy of your agreement, please print each page before continuing onto the next page.

* 1. Please provide us with your contact information.

Name: Sonia Marte-Dublin
Organization: City of Jersey City
Email Address: DublinS@JCNS.org
Phone Number: 201547-4745

2. Please indicate if there has been a change in the primary point of contact from the original application or if we should anticipate communicating with a different person in the coming year:

* 3. Please confirm the address you would like the bins delivered to (must be a physical address)

ATTN: Sammy Ocasio
Address: 13-15 Linden E. Ave
Address 2:
City/Town: Jersey City
State: · NJ ·
ZIP: 07305

* 4. Are you able to accept bins delivered on pallets?



Yes



No - We do not have the ability to offload or handle large pallets

* 5. What capability do you have to receive deliveries? (Select all that apply)

- ☒ We have a traffic - free area to offload from large trucks
- ☐ We have a loading dock
- ☐ We have a pallet jack
- ☐ We have a forklift
- ☐ Someone is available at this location to meet truck during regular business hours
- ☐ Someone can help manually offload boxes or individual bins
- ☐ Other (please specify)

* 6. Day of delivery phone (if driver needs to contact someone en route)

201-547-4449

7. Is there other relevant delivery information to communicate to the shipping company?

* 8. Grantee understands delivery instructions will be coordinated with the shipper based on the details listed above. In the event the truck is unable to unload the bins because of inaccurate information, there may be special delivery charges that would be the responsibility of the grant recipient to pay. If circumstances require changes to these details after submitting this agreement, please contact Isaac Nicholson at inicholson@kab.org.

- ☒ Yes, I understand and accept responsibility for the accuracy of the above delivery details.

2018 Park Recycling Bin Grantee Agreement

Confirm Details of Grant Being Award

The email notification you received announcing the award included a spreadsheet with your organization's name, the number and style of bins being awarded.

* 9. The table emailed to you listed the number of bins that have been awarded. Please confirm the number shown on the table.

60 bins

* 10. Do you accept this number of bins?

- ☒ Yes, we accept this number of bins
- ☐ Not sure, we have questions about this number

2018 Park Recycling Bin Grantee Agreement

Dr Pepper Snapple/KAB Park Recycling Bin Grantee Agreement

Grant recipients are required to submit a brief web-based report on three occasions: October 2018, October 2019, and October 2020. KAB will send a reminder notice on each occasion with a link to the online report form.

By accepting a grant of recycling bins, the grantee understands and agrees to the following:

* 11. Granted recycling bins will be used for the purpose stated in the application. Where substantial changes are warranted, the grantee must notify and receive authorization from KAB in advance.

☒ Yes

* 12. The grantee agrees to send a news release to local media notifying the public of the receipt of the grant and/or the bins. Sample news release templates will be provided to the grantee.

☒ Yes

* 13. Any promotional communications should acknowledge receipt of the grant from Dr Pepper Snapple Group and Keep America Beautiful.

☒ Yes

* 14. The grantee is required to track and report the quantity of cans and bottles collected in the recycling bins during the first two years after receiving the bins. Where actual weights are not available, the grantee is nonetheless expected to develop a system to track approximate quantities by volume using a volume-to-weight conversion.

☒ Yes

* 15. Please explain the process your organization will use to track and record the weight of the recyclables collected from the bins.

number of gallons x conversion factor
x number of containers per park



2018 KAB / Dr Pepper Snapple Bin Grant Tracking and Reporting Expectations

Dear Bin Grant Recipient,

As a condition of receiving a Keep America Beautiful / Dr Pepper Snapple Park Recycling Grant, all recipients are expected to submit reports on three occasions:

1. October 2018
2. October 2019
3. October 2020

KAB will send an email notice to the main point of contact at each stage to prompt the report with a link to an online form. The reports are typically 10 to 15 questions and take about 20 minutes to answer. The first report will ask for a status on implementing the recycling program and any local media stories about the program. For this first report we ask that grant recipients provide examples, as well as photographs, of the recycling bins in use.

As a requirement for receiving the grant, recipients are expected to track and report the amount of recyclables collected with the bins over a **two year period**. This information is important to demonstrate the value of the program and will be included along with other grant recipient data in the reports we provide the Dr Pepper Snapple Group. The annual reports submitted in October 2019 and 2020 will ask for this weight information along with a general status of the recycling bins' use.

Guidance for Tracking Quantities of Recyclables

The annual reporting form will ask you to list the total pounds of recyclable items collected along with a description of the primary materials being collected (aluminum, PET plastic bottles, other plastic containers, glass, paper, etc.) This data should only reflect what is collected in the grant bins, and should not include recyclables collected from other locations or non-grant bins.

Ideally the data will be determined by weighing the actual contents of the bins over time, but good-faith estimates are acceptable where this is not reasonably possible. You're nonetheless asked to develop a system up front for tracking approximate quantities throughout the coming year. Some examples of ways to do this:

- Count # of bags: Instruct collection staff to record the number of full bags collected from just the grant bins each week. On several occasions over the year, weigh sample bags to develop an average weight that can be used to extrapolate a total weight. This is a good system for special events as well.



- Collection frequency: Develop a per-bin average weight formula by sampling bins as they are emptied at different points in the year. Use the number of grant bins and frequency of scheduled collection routes to calculate a total weight using the per-bin formula.
- Percentage of total recycling: If you only have weights for overall public space recyclables including material collected in non-grant bins, determine how many of the source bins are from the grant and use this to calculate the corresponding percentage of the total weight to credit to grant bins. Be careful not to include materials that come from non-public space locations in the total weight you're working from (ex: cardboard, paper or other institutionally-generated recyclables that are collected directly into special compactors or large dumpsters).

If you have questions about the grant, ongoing reporting expectations or difficulties with the use of the recycling bins, feel free to contact Isaac Nicholson at inicholson@kab.org.

Additional Reporting Expectations

- October 2018 Report:
 - Status of the bins use; confirm that projects have been fully implemented
 - Did the bins replace existing recycling bins; Have they led to a net increase in the number of recycling locations
 - Did receiving the grant influence a decision to further invest in recycling infrastructure
 - Was a local press release issued?
 - Media clips – List of significant print, radio or TV news stories and links to access them online; examples of social media posts
 - Photos - Pictures with good lighting that show the bins with surrounding background and people using them are preferred.
- October 2019 Report:
 - Status of bin use
 - When were bins actually placed into service (if not at time of initial report);
 - Have the bins worked well, are they well suited for your settings,
 - Would you define the project a success?
 - Feedback for KAB to improve the program
 - Quantity of Recyclables collected during first 12 months
- September 2020 Report:
 - Status of bin use
 - How are the bins holding up, would you define the project a success
 - Feedback to KAB to improve the program
 - Quantity of Recyclables collected during most recent 12 month period

[Grant Overview](#)

[Impact](#)

[Available Bins](#)
Park Recycling
Infrastructure Grant

[Past Grant Recipients](#)

[FAQ](#)



About the Grant

The Park Recycling Infrastructure Grant program supports efforts to expand recycling in parks, as well as related settings.

[Learn more](#) →

Program Impact

[Learn more](#) →



2017 Grant Recipients

Learn more →

News & Info



Mastering Recycling in Public Spaces

End Littering//Improve Recycling

March 22, 2018





Dr Pepper Snapple Group and Keep America Beautiful Kick Off Sixth Year of Recycling Partnership

Improve Recycling

January 18, 2018

Resources



[Ten Tips for Public Space Recycling](#) (394.52 KB)

Sponsors



Grant Overview

Impact

Available Bins



Past Grant Recipients

FAQ

A Program of
**KEEP AMERICA
BEAUTIFUL**

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We've earned our ratings.



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-382

Agenda No. 10.T

Approved: APR 25 2018

TITLE:



RESOLUTION TO ACCEPT GRANT FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE DISTRACTED DRIVING 2018 GRANT

COUNCIL
following resolution.

Offered and moved adoption of the

WHEREAS, distracted driving is a danger on our roadways and is an irresponsible act that can end a life within a matter of seconds due to a simple text or phone call; and

WHEREAS, the New Jersey Division of Highway Traffic Safety has recognized there is a need to deter and enforce distracted driving; and

WHEREAS, the Jersey City Police Department was awarded \$6,600.00 to be utilized for traffic enforcement overtime during the Distracted Driving 2017 Statewide Crackdown time period from April 1-21, 2018; and

WHEREAS, officers with a specialization in traffic safety will conduct enforcement for distracted driving violations including texting and cell phone use;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The City of Jersey City is authorized to accept a grant in the amount of \$6,600.00 from the New Jersey Department of Law and Public Safety, the New Jersey Division of Highway Traffic Safety; and
2. The funds will be used to reimburse for overtime enforcement activities as it relates to this traffic safety campaign; and
3. The Office of Management and Budget is authorized to establish an account in the amount of \$6,600.00 for the New Jersey Division of Highway Traffic Safety's Distracted Driving 2018 Grant.

APPROVED: Shana Moody

APPROVED AS TO LEGAL FORM

APPROVED: R.R.
Business Administrator

R.R.
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

R.R.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution**RESOLUTION TO ACCEPT GRANT FUNDS FROM THE NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY, NEW JERSEY DIVISION OF
HIGHWAY TRAFFIC SAFETY FOR THE DISTRACTED DRIVING 2018 GRANT****Project Manager**

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Sgt. Jaclyn Marcazo	Sergeant
Phone/email	201- 547-4736	jmarcazo@njcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Jersey City Police Department has received an award in the amount of \$6,600.00 from the New Jersey Division of Highway Traffic Safety to conduct enforcement during the Distracted Driving Campaign, April 1-21st.

Cost (Identify all sources and amounts)

Grant Funds

Contract term (include all proposed renewals)

April 1 – 21, 2018

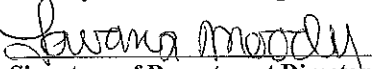
Type of award

If "Other Exception", enter type

Additional Information

Not Applicable

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/3/18
Date



STATE OF NEW JERSEY SAGE

System for Administering Grants Electronically

Application: MOB-DDC-2018-Jersey City-00117
Status: Confirmation of Receipt
User: Elyse Gibbs
Role: Agency Administrator
[Logout](#)

Main Menu ▶

Actions ▶

Application Menu ▶

Related Pages ▶

[SAVE](#)

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[VIEW PDF](#)

[ADD NOTE](#)

[FIRST](#)

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[LAST](#)

The information has been saved.

Created By: Gibbs, Elyse on 3/26/2018 1:29:21 PM

You are here: > Contract Agreement

CONTRACT AGREEMENT

Project Title	2018 Distracted Driving Crackdown. U Drive. U Text. U Pay.
Grant Number	DD-18-45-01-DD-53
Federal Fiscal Year	2018
Amount Awarded	\$6,600
Funding Source	SECTION 405-NATIONAL PRIORITY SAFETY PROGRAMS-CFDA 20.616
Project Period	From 04/01/2018 to 04/21/2018
Project Director	Jaclyn Marcazo
Financial Officer	Donna Mauer
Authorizing Official	Steven Fulop
Federal Award Id #	69A3751830000405eNJC
Federal Award Agency:	U.S. DOT/ National Highway Traffic Safety Administration

Granting Agency Contact Information:

NJ Division of Highway Traffic Safety
140 East Front Street
Trenton, NJ 08625
Gary Poedubicky
Acting Director
609-633-9300

In accordance with the provisions of 23 U.S.C. Chapter 4, the Highway Safety Act of 1966 as amended, the Department of Law and Public Safety hereby awards to the above named Subrecipient a subaward in the amount specified for the purposes set forth in the approved application.

This subaward is subject to the requirements set forth in the appropriate Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. 200.500, et seq.) and/or State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

☒ **I the Project Director agree to the Terms and Conditions above.***

Additional approval information (if applicable) is attached here

Browse...

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ADD NOTE **FIRST** **PREVIOUS** **NEXT** **LAST**

1769861

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STATE OF NEW JERSEY SAGE

System for Administering Grants Electronically

Application: MOB-DDC-2018-Jersey City-00117

Status: Confirmation of Receipt

User: Elyse Gibbs

Role: Agency Administrator

Logout

[Main Menu](#) | [System Messages](#)

Move Message To My Messages (580) ▾

GO

LIST

DELETE

SYSTEM MESSAGE

From Grant System

Sent 3/26/2018 8:43:15 AM

Subject Your Application MOB-DDC-2018-Jersey City-00117 has been approved by NJDHTS.

Message Congratulations, your Application MOB-DDC-2018-Jersey City-00117 was approved by DHTS on Mar 26, 2018. The Project Director must login to SAGE to view the Contract Agreement within your Grant Application in order to activate your grant. Please be aware that your application may have been revised during the review process. Therefore it is very important that the Project Director, Financial Officer and the Authorizing Official review the Contract Agreement within SAGE for the final version.

Move Message To My Messages (580) ▾

GO

LIST

DELETE

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Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-383

Agenda No. 10.U

Approved: APR 25 2018

TITLE:



RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE MICTA COOPERATIVE PURCHASING AGREEMENT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to purchase goods, or to contract for services, through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state; and

WHEREAS, Micta is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

WHEREAS, Micta has offered the City of Jersey City (City) the opportunity to participate in a cooperative purchasing agreement for the purchase of goods and services; and

WHEREAS, the City desires to join the Micta cooperative purchasing agreement to purchase goods and/or services, to make the procurement process more efficient and to provide cost-savings to the City;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Micta cooperative purchasing agreement; and
2. Prior to making purchases or contracting for services through the Micta cooperative purchasing system, the contracting unit shall determine that the use of the cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered; and
3. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provisions of the revised statutes of the State of New Jersey.

PF/pwRR
4/12/18

Approved by:

Peter Felgo, Director of Purchasing
RPPO, CPA

April 12, 2018
Date

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V. - Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution**RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE MICTA TECHNOLOGY SOLUTIONS COOPERATIVE PURCHASING AGREEMENT****Initiator**

Department/Division	ADMINISTRATION	PURCHASING
Name/Title	PETER FOLGADO	DIRECTOR, PURCHASING AGENT
Phone/email	4896	PETERF@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City desires to join the MICTA Technology Solutions cooperative purchasing agreement to purchase goods and/or services, to make the procurement process more efficient and to provide cost-savings to the City.

I certify that all the facts presented herein are accurate.

B. m. l. b.
Signature of Department Director

4/8/13
Date

Peter Folgado, Director of Purchasing
RPPO, QPA

4/14/13
Date

Join MiCTA

Thank You For Your Interest in MiCTA!

If you are registering as a result of the e-rate or healthcare connect fund programs, please make sure you click the appropriate box.

You may contact the MiCTA office if you have further questions:
(888) 964-2227

By following the process below, I certify that all statements are true, and that my organization is one of the following:

- not-for-profit
- state funded school
- government entity (State, County, City)
- or is designated with the IRS as a 501C3 or a 501C6.



Please register online using the form below or click here for PDF application (/document/docWindow.cfm?

fuseaction=document.viewDocument&iD=7D4A14C55F705A1DA8B61A0757F74BF511AC6151679C257A65F201C20504514DD4165B14018EF87B8355DB2C95

Organization Membership Join/Renew

To register, please create an account, or log into your account if you already have one.

Already registered?

Enter your username and password to login.

User
Name

Password

Forgot your password? Click here (/index.cfm?
fuseaction=resetpassword.displayChangeRequest&nodeID=1)

Login

Not registered?

Enter this basic information to create a user account.

Title

*First Name

MI

*Last Name

Suffix

Enter Email Address

*Email Address

*User Name

*Password

*Confirm Password

*Please enter characters
displayed at right in box:



(fields marked with * are required)

Continue

([http://www.mictatech.org/index.cfm?
fuseaction=page.viewPage&pageID=4](http://www.mictatech.org/index.cfm?fuseaction=page.viewPage&pageID=4))

Members ([http://www.mictatech.org/index.cfm?
fuseaction=page.viewPage&pageID=1](http://www.mictatech.org/index.cfm?fuseaction=page.viewPage&pageID=1))
Products & Vendors

Board Minutes
([http://www.mictatech.org/index.cfm?
fuseaction=page.viewPage&pageID=1](http://www.mictatech.org/index.cfm?fuseaction=page.viewPage&pageID=1))

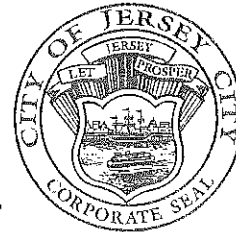
Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 18-384

Agenda No. _____ 10.V

Approved: _____ APR 25 2018

TITLE:



RESOLUTION RATIFYING THE AWARD OF A CONTRACT TO P & A ADMINISTRATIVE SERVICES, INC. TO ADMINISTER THE FLEXIBLE SPENDING ACCOUNT, COBRA AND RETIREE BILLING

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING
RESOLUTION:

WHEREAS, City of Jersey City (City) requires the services of a third party administrator in connection with the administering of the Flexible Spending Account (FSA) and Consolidated Omnibus Budget Reconciliation Act (COBRA), and the collecting of premiums for COBRA and retiree coverage; and

WHEREAS, the City prepared a Request for Proposals (RFP) for these services and posted notice of its availability on the City's website; and

WHEREAS, the City solicited and received four (4) proposals and P & A Administrative Services, Inc. (P & A), 17 Court Street, Buffalo, NY 14202 submitted the only proposal that was responsive to the City's RFP; and

WHEREAS, the City desires to enter into a contract for a period of one (1) year effective as of February 1, 2018 and expiring January 31, 2019; and

WHEREAS, P & A is licensed in the State of New Jersey to provide third party administering of the FSA, COBRA and retiree billing services; and

WHEREAS, the total amount of the one (1) year contract is FIFTY THOUSAND (\$50,000.00) DOLLARS, and

WHEREAS, during the term of this contract the City Purchasing Agent is authorized to issue change orders, not to exceed twenty (20%) percent to cover cost increases resulting from the hiring of new employees, and

WHEREAS, funds for in the amount of \$10,000.00 are available in the 2018 temporary budget in account 01-201-23-220-312; and

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The award of a one year contract with P&A Administrative Services, Inc. effective as of February 1, 2018 in the amount of \$50,000.000 for administering the FSA, COBRA and Retiree Billing is hereby ratified.
2. The Mayor or Business Administrator is authorized to execute a contract in substantially the form of the attached contract.

City Clerk File No. Res. 18-384Agenda No. 10.VTITLE: APR 25 2018

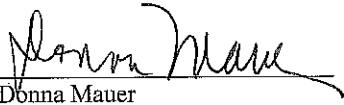
**RESOLUTION RATIFYING THE AWARD OF A CONTRACT
TO P & A ADMINISTRATIVE SERVICES, INC. TO
ADMINISTER THE FLEXIBLE SPENDING ACCOUNT,
COBRA AND RETIREE BILLING**

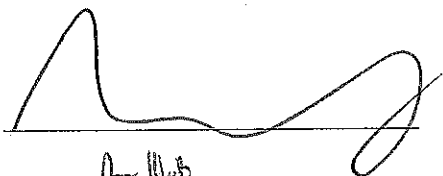
3. Upon certification by an official or an employee of the City authorized to attest that P & A has provided services in accordance with the contract, then; payment to P & A shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

4. The award of this contract shall be subject to the condition that P&A Administrative Services Inc., provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

5. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget.

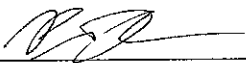
I, Donna Mauer, Chief Financial Officer hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq. PO 129022


Donna Mauer
Chief Financial Officer

APPROVED: 

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☒

Not Required ☐

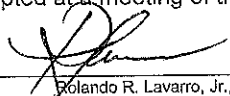
APPROVED 8-0

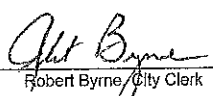
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4-25-18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING THE AWARD OF A CONTRACT TO P & A ADMINISTRATIVE SERVICES TO ADMINISTER THE FLEXIBLE SPENDING ACCOUNT, COBRA AND RETIREE BILLING

Project Manager

Department/Division	HUMAN RESOURCES	HEALTH BENEFITS
Name/Title	MICHALINE YURCIK	SUPERVISING ADMINSTRATIVE ANALYST
Phone/email	547-5515	Myurcik@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

To administer the Flexible Spending Account, COBRA and retiree billing.

The City received four (4) proposals and P&A submitted the only one that was responsive to the City's RFP.

Cost (Identify all sources and amounts)

Account: 01-201-23-220-312
\$50,000.00 – one year

Contract term (include all proposed renewals)

One year (February 1, 2018 – January 31, 2019)

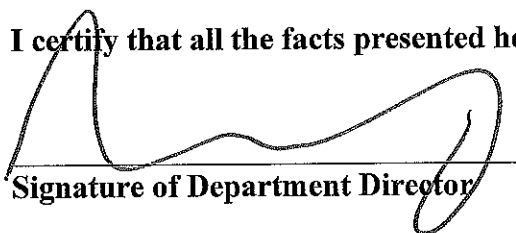
Type of award

Professional Services

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/27/18
Date

Requisition #

0183082

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor
P & A ADMINISTRATIVE SRVCS INC
17 COURT STREET, STE 500
BUFFALO NY 14202

PA422010

Dept. Bill To
HEALTH BENEFITS
CITY HALL
280 GROVE ST. ROOM 107
JERSEY CITY NJ 07302

Dept. Ship To
HEALTH BENEFITS
CITY HALL
280 GROVE ST. ROOM 107
JERSEY CITY NJ 07302

Contact Info
Michaline Yurcik
0000005515

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	3RD PARTY ADMIN	01-201-23-220-312	10,000.00	10,000.00

CONTRACT FOR THIRD PARTY ADMINISTRATOR FOR
COBRA, FLEXIBLE SPENDING ACCOUNT AND
RETIREE BILLING

CONTRACT PERIOD: 2/1/2018 THRU 1/31/2019
TOTAL CONTRACT AMOUNT: \$50,000.00
AMOUNT TO BE ENCUMBERED: \$10,000.00

Requisition Total 10,000.00

Req. Date: 03/20/2018

Requested By: MICHALNE

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

AGREEMENT

AGREEMENT made this ___ day of _____, 2018 between the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey ("City") and **P&A ADMINISTRATIVE SERVICES, INC.**, 17 Court Street, Buffalo, NY 14202 (hereinafter referred to as "Consultant").

ARTICLE I

Purpose of Agreement

The purpose of this Agreement is for consultant to provide the City with services necessary for the administering of the City's COBRA notices, Flexible Spending Account and retiree premium payments.

ARTICLE II

Scope of Services

1. Consultant shall perform for the City all the required services in accordance with this Agreement, the Request for Proposal (RFP") prepared by the City dated December 14, 2017 and the proposal submitted January 4, 2018, entitled "Response to Request for Proposal for COBRA/Direct Bill Retiree and Flexible Spending Account (FSA) Third Party Administrator for the City of Jersey City (TPA Proposal) prepared by Consultant, both of which are attached hereto and made a part hereof by reference. This Agreement, the RFP, and the TPA Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy among the provisions of this Agreement, the provisions of the RFP and the provisions of the TPA Proposal, the provisions of this Agreement shall govern over the provisions of the RFP and the TPA Proposal, and the provisions of the RFP shall govern over the provisions of the TPA Proposal.

2. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant shall require the prior authorization of the governing body of the City.

3. Such described services shall be performed during a period of 12 months, commencing on February 1, 2018 and ending on January 31, 2019.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, Consultant shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an

independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.

2. Consultant shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV Compensation and Payment

1. The total fees payable to Consultant for the entire term of this Agreement shall not exceed \$50,000.

2. Compensation shall be due and payable to Consultant upon receipt of a monthly statement by the City from Consultant outlining services performed and/or rendered by Consultant on behalf of the City during that month. The monthly statement from Consultant shall specify the names of those enrolled in the services monitored by Consultant during that monthly reporting period in the performance of services on behalf of the City. Consultant understands that said monthly statements must be submitted to the governing body of the City for approval prior to payment.

ARTICLE V Insurance

1. Consultant shall purchase and maintain the following insurance during the term of this Contract.

A. Comprehensive General Liability in the amount of \$2,000,000 per occurrence and in aggregate; including Products and Completed Operations Coverage.

B. Worker's Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.

C. Professional Liability in the amount of \$2,000,000 per occurrence and in aggregate.

D. Cyber Liability in the amount of \$2,000,000 per occurrence and in aggregate.

This policy must be written on an "Occurrence" form. A "Claims Made" form is unacceptable.

2. The Consultant agrees to procure and maintain insurance of the kinds and in the amounts herein above provided by insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing the work, the Consultant shall furnish the City certificates of such insurance upon execution of this Contract.

3. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, and Worker's Compensation Insurance, shall be kept in force until submission of the Consultant's final invoice.

ARTICLE VI

Termination

Either party shall have the right to terminate this Agreement in whole or in part without cause at any time upon 30 days' written notice. Upon receipt of termination notice, Consultant shall immediately discontinue services. Consultant shall be paid the amount earned by or reimbursable to Consultant hereunder to the time specified in said notice. Consultant shall have no further claim against the City with respect thereto.

ARTICLE VII

Indemnity

The Consultant shall be liable to and hereby agrees to indemnify and hold harmless the City and employees of the City from any damages and for any costs and expenses to which the City and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death resulting solely from an error, omission, or negligent act of the Consultant or anyone employed by the Consultant in the performance of this contract.

ARTICLE VIII

Entire Agreement

This Agreement constitutes the entire agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

ARTICLE IX
Assignment

Consultant shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this agreement.

ARTICLE X
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE XI
Modification

The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the agreement.

ARTICLE XII
Counter-parts

This Agreement shall be executed in two counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

ARTICLE XIII
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

ARTICLE XIV
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

ARTICLE XV

Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege (collectively "rights") under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or any other right, or, with respect to any occurrence be construed as a waiver of such right with respect to any other occurrence.

ARTICLE XVI

Compliance With Affirmative Action Plan

(a) This Agreement does exceed \$40,000.00 so it is subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

ARTICLE XVII

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002.

As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

ARTICLE XVIII

Notices

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

City of Jersey City
Division of Health Benefits
City Hall
280 Grove Street,
Jersey City, N.J. 07302

Michael Rizzo, President
P&A Administrative Services, Inc.
17 Court Street
Buffalo, NY 14202

ARTICLE XIX

Certification of funds

The continuation of this Agreement after the expenditure of funds encumbered in the 2018 temporary fiscal year budget shall be subject to the availability and appropriation of sufficient funds in the 2018 permanent fiscal year budget and in the subsequent fiscal year budget. If additional funds are not appropriated, this agreement shall terminate after the expenditure of funds encumbered in the 2018 temporary fiscal year budget.

ARTICLE XX

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation,

not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

Robert Kakolessi
Business Administrator

ATTEST:

P&A ADMINISTRATIVE SERVICES, INC.

Michael Rizzo
President

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the President of P&A Administrative Services Inc (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): Michael Rizzo, President
 Representative's Signature: *Michael Rizzo*
 Name of Company: P&A Administrative Services, Inc.
 Tel. No.: (800) 688-2611 x5500 Date: 1/2/18

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Michael Rizzo, President

Representative's Signature: *Michael Rizzo*

Name of Company: P&A Administrative Services, Inc.

Tel. No.: (800) 688-2611 x5500

Date: 1/2/18



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	P&A ADMINISTRATIVE SERVICES INC
Trade Name:	P&A GROUP
Address:	17 COURT ST STE 500 BUFFALO, NY 14202-3294
Certificate Number:	1681869
Effective Date:	December 13, 2011
Date of Issuance:	June 06, 2013

For Office Use Only:
20130606112106072

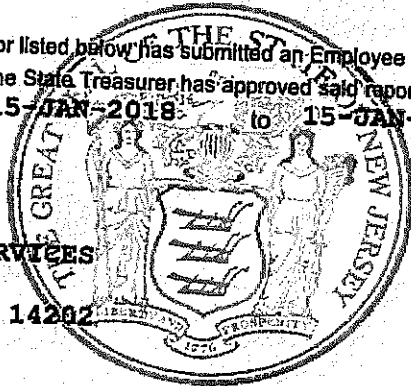
Certification 58599

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2018** to **15-JAN-2021**

P&A ADMINISTRATIVE SERVICES
17 COURT STREET
BUFFALO

NY 14202



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
Acting State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-385

Agenda No. 10.W

Approved: APR 25 2018

TITLE:



RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO PATCH MANAGEMENT INC. FOR THE RENTAL AND OPERATION OF SPRAY INJECTION PATCHER TRUCK FOR POTHOLE AND ROADWAY REPAIRS THROUGHOUT THE CITY OF JERSEY CITY (CITY)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Division of Engineering and the Division of Buildings and Street Maintenance were notified of the numerous potholes city-wide which were created by the snow, salt, brine and the cold weather; and

WHEREAS, it was necessary to repair the potholes immediately to ensure the health, welfare and safety of drivers, passengers, pedestrians and vehicles; and

WHEREAS, the Director of the Department of Public Works had to secure a vendor that possessed the necessary equipment for the immediate repairs of potholes. As a result, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed; and

WHEREAS, the Purchasing Agent was satisfied that an emergency existed; and

WHEREAS, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, the total cost for the repairs is \$300,000.00; and

WHEREAS, these funds are available in Account No. 04-215-55-947-990.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. Because of the above stated reasons which are incorporated herein, an emergency contract award to Patch Management Inc., 451 Tyburn Road, Fair Hills Pennsylvania 19030 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. for emergency pothole repairs is hereby ratified.
2. The total cost of the emergency contract is \$300,000.00.
3. The Director of the Department of Public Works has reduced to writing his notification to the Purchasing Agent of the emergency and filed it with the Purchasing Agent.

(Continued on page 2)

City Clerk File No. Res. 18-385Agenda No. 10.WTITLE: APR 25 2018

RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO PATCH MANAGEMENT INC. FOR THE RENTAL AND OPERATION OF SPRAY INJECTION PATCHER TRUCK FOR POTHOLE AND ROADWAY REPAIRS THROUGHOUT THE CITY OF JERSEY CITY (CITY)

4. The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services.
5. The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer Donna Mauer as Chief Financial Fiscal Officer hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

P.O.# 128878

Approved by: _____

Peter Folgado, Director of Purchasing
QPA, RPPO

April 16, 2018
Date

PF/pv/RR
4/13/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: Ben H...

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO PATCH MANAGEMENT INC. FOR THE RENTAL AND OPERATION OF SPRAY INJECTION PATCHER TRUCK FOR POTHOLE AND ROADWAY REPAIRS THROUGHOUT THE CITY OF JERSEY CITY (CITY)

Project Manager

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Jose R. Cunha, PE, CME	Municipal Engineer
Phone/email	201-547-6986	jcunha@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

This Resolution is for emergency pothole repairs Citywide, which were created by the snow, salt, brine, and cold weather from this past Winter. The potholes present a danger to health, welfare and safety of drivers, passengers, pedestrians, and vehicles, and have been identified by the City Engineer as needing immediate repair. The Proposal from Patch Management for \$ 300,000.00 includes the rental and operation of the specialized spray injection truck, including 600 tons of aggregate-asphalt emulsion. It is estimated that 600 tons of material will repair 14,000 to 16,000 potholes, depending on the severity of the repair. Due to the aforementioned reasons, it was prudent to declare an emergency existed and is impractical to solicit additional quotes.

Cost (Identify all sources and amounts)

Acct #04-215-55-947-990: \$300,000.00
Requisition #0183340

Contract term (include all proposed renewals)

One Time Repair

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Municipal Engineer

4/16/12
Date


Signature of Purchasing Agent

4/16/12
Date

Signature of Business Administrator

Date

CERTIFICATION OF PATRICK G. STAMATO

I, Patrick G. Stamato, of full age, hereby certifies as follows:

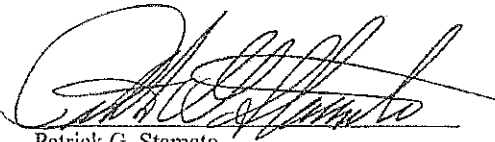
1. The Divisions of Engineering and Buildings and Street Maintenance were notified of the numerous potholes Citywide which were created by the snow, salt, brine and the cold weather.
2. There is a need for emergency pothole repairs.
3. The aforementioned situation endangered the health, welfare and safety of drivers, passengers, pedestrians and vehicles.
4. Further examination by Mr. Joe Cunha, City Engineer, revealed that these repairs must be done immediately.
5. As Director of the Department of Public Works, I inspected the various locations and determined that it is very dangerous and these potholes must be fixed.
6. Patch Management submitted a proposal for \$300,000.00 for such repairs. It includes 600 tons of the aggregate with the asphalt emulsion. The emulsion provided will be suitable for the weather conditions when the application is being applied.
7. Because of the reasons stated above which are incorporated herein, I have declared an emergency existed and formally authorized Patch Management to provide the necessary repairs and replacement without further delay. At this point, it is impractical to solicit other quotes.
8. The total funds requested for this purpose is not to exceed \$300,000.00.
9. Because of the aforementioned emergency, time did not permit formal advertisement for the necessary repairs.
10. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

It is for these reasons that I am requesting an emergency be declared and formally authorized Patch Management to perform the necessary repairs and replacement without further delay.

Should you have any questions or require further details regarding this matter, please contact us at your earliest convenience

Dated: _____

4/09/18


Patrick G. Stamato
Director of Department of Public Works



CITY OF JERSEY CITY
394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
128878

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

REQUISITION # **0183340**
BUYER **EMERGRESO**

DATE: **04/11/2018** VENDOR NO: **PA427114**

VENDOR INFORMATION

PATCH MANAGEMENT INC.
451 TYBURN ROAD

FAIR HILLS PA 19030

DELIVER TO
ENG, TRAFF & TRANS
13-15 LINDEN AVE. EAST

JERSEY CITY NJ 07305

BILL TO
ENG, TRAFF & TRANS
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EMG	POTHOLE KILLER TRUCK RENTAL/OPERATIONS OF SPRAY INJECTION PATCHER TRUCK FOR POTHOLE & ROADWAY REPAIRS PROPOSAL DATE: APRIL 9, 2018 AMOUNT OF CONTRACT SERVICES: \$300,000.00 FUNDING SOURCE: ENGINEERING CAPITAL ACCT T-2817, SC A80361 EMERGRESO _____, APPROVED _____	04-215-55-947-990	300,000.0000	300,000.00

TAX EXEMPTION NO. **22-6002013**

PO Total **300,000.00**

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

CITY OF JERSEY CITY394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307**Requisition****Requisition #****0183340****Assigned PO #****Vendor**
PATCH MANAGEMENT INC.
451 TYBURN ROAD
FAIR HILLS PA 19030**Dept. Bill To**
ENG, TRAFF & TRANS
13-15 LINDEN AVE. EAST

JERSEY CITY

Dept. Ship To
ENG, TRAFF & TRANS
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

PA427114

Contact Info
Joe Cunha, Municipal Engineer
015474931.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EMG	POTHOLE KILLER	0421555947990025	300,000.00	300,000.00

TRUCK RENTAL/OPERATIONS OF SPRAY INJECTION
PATCHER TRUCK FOR POTHOLE & ROADWAY
REPAIRSPROPOSAL DATE: APRIL 9, 2018
AMOUNT OF CONTRACT SERVICES: \$300,000.00

FUNDING SOURCE: ENGINEERING CAPITAL ACCT

T-2817, SC A80361

EMERGRESO_____, APPROVED_____

Requisition Total 300,000.00

Req. Date: 04/09/2018

Requested By: ODOM

Buyer Id:

Approved By:_____

This Is Not A Purchase Order



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	PATCH MANAGEMENT INC
Trade Name:	POTHOLE KILLERS
Address:	451 TYBURN ROAD FAIRLESS HILLS, PA 19030
Certificate Number:	0090962
Effective Date:	December 29, 2000
Date of Issuance:	April 11, 2018

For Office Use Only:
20180411154731564

Patch Management, Inc
451 Tyburn Road
Fairless Hills, PA 19030



TM

Telephone: 267-798-9097
Fax: 215 949-3166
E-mail: bdr@potholekillers.com

April 9, 2018

Mr. Jose R. Cunha, P.E.
Division of Engineering & Transportation
City of Jersey City, New Jersey
Municipal Service Complex
13-15 Linden Ave. East
Jersey City, New Jersey 07305
201 547 4411
JCunha@jcni.org

Dear Mr. Cunha,

Thank you for allowing Patch Management Inc., to present you with this proposal to provide your organization with our proven solution to pothole and various other road repair deficiencies, also referred to as "spray injection repair". As we discussed hereafter you will find our proposal to provide our contract services where we perform the repair services with our personnel under a contract services format.

Contract Services Option:

Scope of services:

Under the contract services option, PMI will supply one PK2000 specialized spray injection patcher truck with a skilled operator and the specified materials to perform spray injection repairs where directed by your designated representative. The work schedule will begin at the time you specify and will consist of our providing the placement of 600-tons of aggregate / with the asphalt emulsion.

The operator will work under the direction of your designated manager.

Materials:

PMI will provide and place 600-tons of the aggregate / with the asphalt emulsion during our spray patching process to perform repairs that we will be directed to perform by your designated representative.

Patch Management will provide the materials that are proven, successful for spray injection patching. The emulsion provided will be suitable for the weather conditions when the application is being applied. The materials used will be categorized as non-hazardous.

Patch Management, Inc
451 Tyburn Road
Fairless Hills, PA 19030



TM

Telephone: 267-798-9097
Fax: 215 949-3166
E-mail: bdr@potholekillers.com

Equipment:

One PK2000 Pothole Killer truck

The spray injection patcher will be a PK2000 with the Patch Management proprietary systems in place the unit will have an onboard ICC-recirculation flush system capable of cleaning the asphalt emulsion system without the use of hazardous materials. The cleaning of the asphalt emulsion system will not incorporate the discharge of any materials outside the system. The patcher will be equipped with patch on the fly, providing the capability to perform linear patching while moving in a forward direction, the patcher will be equipped with a directional arrow board mounted on the rear of the patcher capable of providing a visual warning to pedestrians and approaching vehicles.

Customer Responsibilities:

Your responsibilities will be to provide all traffic control that is required beyond our arrow board.

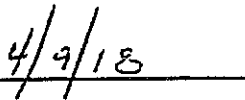
Cost structure: Contract services:

Our cost to provide the equipment, with a skilled operator non-prevailing wage with the identified materials allocation to support the stated work will be \$300,000.00 dollars.

Approved


City of Jersey City, NJ. Representative

Date:



This is the most economical, efficient, and safest method that is an environmentally responsible application to perform pothole and asphalt repairs year-round. We thank you for this opportunity and look forward to assisting you with the pothole maintenance program as outlined. If you have any questions please contact us at 267-798-9097, again we thank you for this opportunity. This proposal is valid for ten (10) days, if not approved we reserve the right to provide a new proposal due to demands or changing materials costs.

Patch Management, Inc
451 Tyburn Road
Fairless Hills, PA 19030



TM

Telephone: 267-798-9097
Fax: 215 949-3166
E-mail: bdr@potholekillers.com

NOTE: Because of the demand for this equipment, and the services of PMI, if you intend to approve of this proposal please understand, upon our receiving your signed document only then will you be placed into the schedule queue, when a time and date has been confirmed you will be notified of the scheduled start date. We currently have a backlog of 15-20 days.

We thank you for the opportunity to have provided this proposal to you for consideration, if you have any questions please contact me at 267-798-9097.

Respectfully,

Brian D. Rutledge,
Patch Management, Inc.
451 Tyburn Road
Fairless Hills, PA 19030
bdr@potholekillers.com
www.fixroad.com
Toll Free: 1877-FIX-ROAD (349-7623)
(F) 267-798-9097

Cc: Brian J. Preski Dir. Gov. Affairs

PK2000 Leasing – PK2000 Contract Services- PK2000 Sales
www.fixroad.com



Page 3 of 3

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PK2000 Systems are proprietary and protected by U.S. Patent and/or Patents Pending



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

FORD M. SCUDDER
State Treasurer

MAURICE A. GRIFFIN
Acting Director

Amendment #3 T2817

SOLICITATION #12-X-22206 Contract #A80361

To: New Jersey Department of Transportation

DATE: November 30, 2017

FROM: Nikki Ghorbani
Procurement Bureau

SUBJECT: **Contract Extension – Rental of a Truck Mounted Spray
Injection Patching System for NJDOT**

CONTRACT PERIOD: Original Term: December 1, 2011 to November 30, 2015
1st Extension: December 1, 2015 to November 30, 2016
2nd Extension: December 1, 2016 to November 30, 2017
3rd Extension: **December 1, 2017 to April 30, 2018**

Please be advised that the term contract A80361 for Rental of a Truck Mounted Spray Injection Patching System for NJDOT awarded to Patch Management has been extended for a period of five (5) months commencing on December 1, 2017 and expiring on April 30, 2018.

All other terms, conditions, and pricing remain the same.

Please file a copy of this Amendment with your Notice of Award for future reference.



State of New Jersey
Department of the Treasury
— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

Search

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**Notice of Award
Term Contract(s)**

T-2817

**RENTAL OF A TRUCK MOUNTED SPRAY
INJECTION PATCHING SYSTEM FOR NJ DOT**

Vendor Information
By Vendor
RFP Documents
Email to NIKKI GHORBANI

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- State Contract Manager Adobe PDF (8 kb)
- Amendment #1 - Contract Extension #1 to 11/30/2016 Adobe PDF (12 kb)
- Amendment #2 - Contract Extension #2 to 11/30/2017 Adobe PDF (14 kb)
- Amendment #3 - Contract Extension #3 to 4/30/2018 Adobe PDF (19 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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NOAs By Number

NOAs By Title

Search NOAs

Index #:	T-2817
Contract #:	80361
Contract Period:	FROM: 12/01/11 TO: 04/30/18
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	PATCH MANAGEMENT 8841 OLD ROUTE 13 MORRISVILLE, PA 19067-6513
For Procurement Bureau Use:	
Solicitation #:	22206
Bid Open Date:	10/20/11
CID #:	1039699
Commodity Code:	765-66

Set-Aside: NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625
(609) 984-7047

In the event of an emergency, contact the following in the order listed:

NIKKI GHORBANI	PROCUREMENT SPECIALIST	609-292-5389
KELLY ANDERSON-THOMAS	PROCUREMENT SPECIALIST SUPERVISOR	609-292-0177
	PUB DATE:	11/14/17

VENDOR INFORMATION

Vendor Name & Address:	PATCH MANAGEMENT 8841 OLD ROUTE 13 MORRISVILLE, PA 19067-6513
Contact Person:	CRAIG R.BACIT
Contact Phone:	215-949-9400
Order Fax:	215-949-3166
Contract#:	80361
Expiration Date:	04/30/18
Terms:	NONE
Delivery:	3 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

CONTRACT ITEMS/SERVICES BY VENDOR

Vendor: PATCH MANAGEMENT		Contract Number: 80361			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 765-66-081939 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...] ITEM DESCRIPTION: MONTHLY RENTAL OF TRUCK MOUNTED SPRAY INJECTOR PATCHER TO INCLUDE PATCHING UNITS AND TRAINING. YEAR ONE ESTIMATED: 36 TRUCKS A MONTH	1.000	MONTH	N/A	\$9000.00000

	BRAND: PATCH MANGEMENT MODEL: PK2000				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 765-66-081940 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: COMPATIBLE EULSION FOR SPRAYER ESTIMATED: 25,000 GALLONS YEAR ONE MODEL: CRS-2 OR MMP-CRS2	1.000	GAL	N/A	\$5.65000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 765-66-081941 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: COMPATIBLE AGGREATE YEAR ONE ESTIMATED: 910 TONS BRAND: HANSON MODEL: LIMESTONE	1.000	TON	N/A	\$44.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 765-66-081942 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: ALL-INCLUSIVE HOURLY RATE FOR CONTRACTOR SUPPLIED OPERATOR YEAR ONE ESTIMATED: 784 HOURS	1.000	HOURL	N/A	\$169.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 765-66-081943 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: MONTHLY RENTAL OF TRUCK MOUNTED SPRAY INJECTOR PATCHER TO INCLUDE PATCHING UNITS AND TRAINING. YEAR TWO ESTIMATED: 36 TRUCKS PER MONTH BRAND: PATCH MANAGEMENT MODEL: PK2000	1.000	MONTH	N/A	\$9000.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 765-66-081944 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: COMPATIBLE EULSION FOR SPRAYER ESTIMATED: 25,000 GALLONS YEAR TWO MODEL: CRS-2 OR MMPPCRS-2	1.000	GAL	N/A	\$5.73000
LINE#	DESCRIPTION/MFGR/BRAND		UNIT		UNIT PRICE

		EST QUANTITY		% DISCOUNT	
00007	COMM CODE: 765-66-081945 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: COMPATIBLE AGGREGATE YEAR TWO ESTIMATED: 910 TONS BRAND: HANSON MODEL: LIMESTONE	1.000	TON	N/A	\$44.66000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00008	COMM CODE: 765-66-081946 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: ALL-INCLUSIVE HOURLY RATE FOR CONTRACTOR SUPPLIED OPERATOR YEAR TWO ESTIMATED: 784 HOURS	1.000	HOURLY	N/A	\$174.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 765-66-081947 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: MONTHLY RENTAL OF TRUCK MOUNTED SPRAY INJECTOR PATCHER TO INCLUDE PATCHING UNITS AND TRAINING. YEAR THREE ESTIMATED: 36 TRUCKS A MONTH BRAND: PATCH MANAGEMENT MODEL: PK2000	1.000	MONTH	N/A	\$9000.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 765-66-081948 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: COMPATIBLE EULSION FOR SPRAYER ESTIMATED: 25,000 GALLONS YEAR THREE MODEL: CRS-2 OR MMPP-CRS2	1.000	GAL	N/A	\$5.73000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 765-66-081949 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: COMPATIBLE AGGREGATE YEAR THREE ESTIMATED: 910 TONS BRAND: HANSON MODEL: LIMESTONE	1.000	TON	N/A	\$44.66000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012		1.000	HOURLY	N/A	\$176.00000

	COMM CODE: 765-66-081950 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: ALL-INCLUSIVE HOURLY RATE FOR CONTRACTOR SUPPLIED OPERATOR YEAR THREE ESTIMATED: 784 HOURS				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 765-66-081951 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: MONTHLY RENTAL OF TRUCK MOUNTED SPRAY INJECTOR PATCHER TO INCLUDE PATCHING UNITS AND TRAINING. YEAR FOUR ESTIMATED: 36 TRUCKS A MONTH BRAND: PATCH MANAGEMENT MODEL: PK2000	1.000	MONTH	N/A	\$9000.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00014	COMM CODE: 765-66-081952 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: COMPATIBLE EULSION FOR SPRAYER ESTIMATED: 25,000 GALLONS YEAR FOUR MODEL: CSR-2 OR MMPP-CRS2	1.000	GAL	N/A	\$5.82000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00015	COMM CODE: 765-66-081953 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: COMPATIBEL AGREEEGATE YEAR FOUR ESTIMATED: 910 TONS BRAND: HANSON MODEL: LIMESTONE	1.000	TON	N/A	\$45.33000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00016	COMM CODE: 765-66-081954 [ROAD AND HIGHWAY EQUIPMENT (EXCEPT...)] ITEM DESCRIPTION: ALL-INCLUSIVE HOURLY RATE FOR CONTRACTOR SUPPLIED OPERATOR YEAR FOUR ESTIMATED: 784 HOURS	1.000	HOURLY	N/A	\$178.00000

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- [NJ Standard Terms and Conditions](#) Adobe PDF (145 kb)
- [RFP TEXT](#) Adobe PDF (550 kb)
- [NJ Standard RFP Forms](#) Adobe PDF (750 kb)
- [Bidder Data Packet](#) Adobe PDF (51 kb)
- [Cooperative Purchase Form](#) Adobe PDF (485 kb)
- [Source Disclosure Certification](#) Adobe PDF (821 kb)
- [Signatory Page](#) Adobe PDF (53 kb)
- [Price Sheet](#) Adobe PDF (56 kb)
- [Addendum # 1 - Revised Bid Opening Date](#) Adobe PDF (16 kb)

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CITY OF JERSEY CITY
DIVISION OF PURCHASING

394 CENTRAL AVENUE, 2ND FLOOR | JERSEY CITY, NJ 07307
P: 201 547 5155-5156 | F: 201 547 6585



STEVEN M. FULOP
Mayor of Jersey City

PETER FOLGADO
Director of Purchasing Ops & Proc.

CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am Tim Nicholas of the firm of Patch Management, Inc.
the Contractor who submitted the lowest responsible bid for the project known as
Patch Management, Inc.

I executed the Proposal submitted to the City of Jersey City with the full authority to do
so. As of the date of execution of this Certification on this 16 day of April,
2018, the firm of Patch Management, Inc. has not been suspended or debarred
from submitting bid proposals by the United States of America, its departments,
divisions, and agencies or by the State of New Jersey, its departments, divisions, and
agencies.

I certify that the foregoing statements are true. I am aware that if any of the
foregoing statements made by me are willfully false, I am subject to punishment.

Tim Nicholas

(Name of Contractor)

Signed By: T. Nicholas

Dated: 4/16/2018

Title: CFO

Sworn and subscribed to before me
This 16 day of April, 2018.

Jessica Siuta

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

JESSICA SIUTA, Notary Public

Falls Township, Bucks County

My Commission Expires August 10, 2019

*Must be notarized and returned with bid only if total bid amount exceeds \$100,000.00

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.


The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Tim Nicholas, CFO

Representative's Signature: 

Name of Company: Patch Management, Inc.

Tel. No.: 215-949-9400

Date: 4/16/2018

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Patch Management, Inc.
Address : 451 Tyburn Rd, Fairless Hills, PA 19030
Telephone No. : 215-949-9400
Contact Name : Tim Nicholas

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
PATCH MANAGEMENT INC

ADDRESS:
451 TYBURN ROAD
FAIRLESS HILLS PA 19030
EFFECTIVE DATE:

12/29/00

TRADE NAME:
POTHOLE KILLERS

SEQUENCE NUMBER:
0090962

ISSUANCE DATE:
09/12/11

James J. Fruscione

Director
New Jersey Division of Revenue

FORM-BRC
(04-08), D205846V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-386
Agenda No. 10.X
Approved: APR 25 2018
TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VERIZON BUSINESS NETWORKS/VERIZON SELECT SERVICES FOR DATA COMMUNICATIONS NETWORK SERVICES (VOICE OVER INTERNET PROTOCOL), UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Communications Center relies on the uninterrupted transmission of data to and from Public Safety's Communications Center; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Verizon Business Networks/Verizon Select Services, 1 Verizon Way, Basking Ridge, New Jersey 07920 is in possession of State Contract A85943, and will provide data communications network services, in the amount of five hundred thousand dollars (\$500,000.00); and

WHEREAS, funds are available for this contract in the Operating Account:

Acct #	P.O. #	State Contract	Total Contract	Encumbrance
01-201-31-435-621	128431	A85943	\$500,000.00	\$30,000.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$500,000.00 is awarded to Verizon Business Networks/Verizon Select Services for data communications network services.
2. The contract is awarded without public bidding pursuant to N.J.S.A 40A:11-12.
3. The term of the contract shall be effective May 1, 2018 through February 11, 2019.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget.

(Continued to page 2)

City Clerk File No. Res. 18-386Agenda No. 10.XTITLE: APR 25 2018

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VERIZON BUSINESS NETWORKS/VERIZON SELECT SERVICES FOR DATA COMMUNICATIONS NETWORK SERVICES (VOICE OVER INTERNET PROTOCOL), UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account;

Acct #	P.O. #	State Contract	Total Contract	Encumbrance
01-201-31-435-621	128431	A85943	\$500,000.00	\$30,000.00

Approved by: _____

Peter Folgado
Peter Folgado, Director of Purchasing
RPPO, QPA

April 13, 2018

Date

PF/pw/RR
4/13/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: R. R.

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACTUAL AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VERIZON BUSINESS NETWORKS/VERIZON SELECT SERVICES FOR DATA COMMUNICATIONS NETWORK SERVICES, UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Initiator

Department/Division	ADMINISTRATION	INFORMATION TECHNOLOGY
Name/Title	BERNADETTE KUCHARCZUK	DIRECTOR
Phone/email	201-547-4442	BKUCHARCZUK@ICNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Contract with Verizon for the provision of telecommunications lines changing our existing method from Private Rate Interface (PRI) to newer technologies available to the City of Jersey City such as leveraging the convergence of voice and data traffic on the same access connection with Session Initiation Protocol (SIP) trunks. The City already has an established wide area network. Implementation to a larger bandwidth with SIP trunks would set the City on a new technological path. Under our current contracts the City has an annual telecommunications costs of \$496,210. Moving forward with the conversion to SIP trunks our estimated 2018 spend to \$400K.

I certify that all the facts presented herein are accurate.


Signature of Department Director

27 MARCH 2018
Date


Peter Folgado, Director of Purchasing
QPA, RPFO

4/13/18
Date



CITY OF JERSEY CITY
394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
128431

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

REQUISITION # 0182719
BUYER STATECONT

DATE: 03/05/2018
VENDOR NO: VE131655

VENDOR INFORMATION

VERIZON BUSINESS NETWORK SRVCS
VERIZON SELECT SERVICES
1 VERIZON WAY
BASKING RIDGE NJ 07920

DELIVER TO
INFORMATION TECHNOLOGY
13-15 LINDEN AVE. EAST

JERSEY CITY NJ 07305

BILL TO
INFORMATION TECHNOLOGY
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	N/A	DATA SERVICES VOIP TELEPHONE SERVICES PERIOD OF: 5/1/18 - 2/11/19 TOTAL CONTRACT: \$500,000.00 TEMP ENCUMBRANCE: \$30,000.00 T-1776: DATA COMMUNICATIONS NETWORK SRVCS LINE 00007, COMM CODE: 915-77-038038 SC A85943 SC RESO _____, APPROVED _____ PARTIAL PAYMENT VOUCHERS	01-201-31-435-621	30,000.00	30,000.00

TAX EXEMPTION NO. 22-6002013

PO Total 30,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

CITY OF JERSEY CITY

Requisition #

0182719

Assigned PO #

Requisition

Vendor
VERIZON BUSINESS NETWORK
VERIZON SELECT SERVICES
1 VERIZON WAY
BASKING RIDGE NJ 07920
VE131655

Dept. Bill To
INFORMATION TECHNOLOGY
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

Dept. Ship To

Contact Info
Shirley Marciano
0000000201

Quantity	UOM	Description	Account	Unit Price	Total
1.00	N/A	DATA SERVICES	0120131435621	30,000.00	30,000.00
		VOIP TELEPHONE SERVICES			

PERIOD OF: 5/1/18 - 2/11/19

TOTAL CONTRACT: \$500,000.00
TEMP ENCUMBRANCE: \$30,000.00

T-1776: DATA COMMUNICATIONS NETWORK SRVCS

LINE 00007, COMM CODE: 915-77-038038

SC A85943

SC RESO _____, APPROVED _____

PARTIAL PAYMENT VOUCHERS

Requisition Total 30,000.00

Req. Date: 02/15/2018

Requested By: SHIRLEYM

Buyer Id:

Approved By: _____

This Is Not A Purchase Order



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

ANDREW P. SIDAMON-ERISTOFF
State Treasurer
JIGNASA DESAI-MCCLEARY
Director

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

AMENDMENT # 01

T-1776

SOLICITATION #23147

Date: July 1, 2014

To: All Using Agencies and
Cooperative Purchasing Participants

From: James E. Strype, Purchase Bureau

Subject: Data Communications Network Services

Contract Period: February 10, 2014 to February 11, 2019

Verizon Business Network Services Inc., Contract A85943, has been approved to extend its contract for local use by the Cooperative Purchasing Program participants.

All other terms and conditions of the contract shall remain the same.



Notice of Award
Term Contract(s)

T-1776
DATA COMMUNICATIONS NETWORK SERVICES

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to GREGORY BUDDIE

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- State Contract Manager Adobe PDF (8 kb)
- Method of Operation Adobe PDF (35 kb)
- Method of Operation Adobe PDF (51 kb)
- Price List Link
- Price List Adobe PDF (575 kb)
- Price List Adobe PDF (393 kb)
- Subcontractor List Adobe PDF (27 kb)
- Amendment #1 - Change of Cooperative Purchasing Status A PDF (17 kb)
- Amendment #2 - Vendor Information Change Adobe PDF (17 kb)
- Amendment #3 - Additional Distributors Adobe PDF (17 kb)

The Download All Documents hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number

NOAs By Title

Search NOAs

Index #:	T-1776
Contract #:	VARIOUS
Contract Period:	FROM: 02/11/14 TO: 02/10/19
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	23147
Bid Open Date:	09/20/13
CID #:	1039294
Commodity Code:	915-77
Set-Aside:	SMALL BUSINESS SUBCONTRACTING

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: SECURITY MANAGEMENT & PROFESSIONAL SERVICES. SEE SCHEDULE M FOR PRICING.	1.000	EACH	NET	N/A
Vendor: CAROUSEL INDUSTRIES OF NORTH AMERICA INC		Contract Number: 85946			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: SECURITY MANAGEMENT & PROFESSIONAL SERVICES. SEE SCHEDULE M FOR PRICING.	1.000	EACH	NET	N/A
Vendor: LIGHTTOWER FIBER NETWORKS I LLC		Contract Number: 85945			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: ETHERNET SERVICES SEE SCHEDULE F FOR PRICING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: SONET SERVICES SEE SCHEDULE J FOR PRICING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: WAVELENGTH SERVICES. SEE SCHEDULE K FOR PRICING.	1.000	EACH	NET	N/A
Vendor: VERIZON BUSINESS NETWORK SERVICES INC		Contract Number: 85943			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: PRIVATE LINE SERVICES: DS1 & DS3	1.000	EACH	NET	N/A

	SEE SCHEDULE B FOR SERVICE PRICING				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: ETHERNET SERVICES SEE SCHEDULE F FOR PRICING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: MPLS & VOIP SERVICES SEE SCHEDULE G FOR PRICING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: SONET SERVICES SEE SCHEDULE J FOR PRICING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: WAVELENGTH SERVICES. SEE SCHEDULE K FOR PRICING.	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: INTERNET SERVICES. SEE SCHEDULE L FOR PRICING.	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: SECURITY MANAGEMENT & PROFESSIONAL SERVICES. SEE SCHEDULE M FOR PRICING.	1.000	EACH	NET	N/A

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	LIGHTTOWER FIBER NETWORKS I LLC 80 CENTRAL STREET BOXBOROUGH, MA 17019
Contact Person:	KIM DEBILIO
Contact Phone:	976-264-6003
Order Fax:	617-848-3226
Contract#:	85945
Expiration Date:	02/10/19
Terms:	2% 10 NET 60
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	VERIZON BUSINESS NETWORK SERVICES INC 1 VERIZON WAY BASKING RIDGE, NJ 07920
Contact Person:	JAMES LIVECCHI
Contact Phone:	609-915-4017
Order Fax:	000-000-0000
Contract#:	85943
Expiration Date:	02/10/19
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	NO
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS	
Contract#: 85943	Title: DATA COMMUNICATIONS NETWORK SERVICES
Dealer/Distributor Name & Address:	CARASOFT TECHNOLOGY CORP 12369 SUNRISE VALLEY DR SUITE D2 RESTON VA 20191
Contact Person:	CRAIG P ABOD
Contact Phone:	703-871-8501
Dealer/Distributor Name & Address:	MCI COMMUNICATIONS SRVCS INC ONE VERIZON WAY BASKING RIDGE NJ 07920
Contact Person:	MARSHA K HARRELL
Contact Phone:	609-915-4017
Dealer/Distributor Name & Address:	TERRAMARK FEDERAL GROUP LLC 2 SOUTH BISCAYNE BLVD SUITE 2800 MIAMI FL 33131
Contact Person:	JAMES LIVECCHI
Contact Phone:	609-215-4017
Dealer/Distributor Name & Address:	VERIZON NEW JERSEY 201 CENTENNIAL AVE PISCATAWAY NJ 08854
Contact Person:	RICHARD BAGLEY
Contact Phone:	732-885-2097
Dealer/Distributor Name & Address:	VERIZON SELECT SERVICES INC 201 CENTENNIAL AVE PISCATAWAY NJ 08854
Contact Person:	JAMES LIVECCHI



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0105264 FOR VERIZON SELECT SERVICES INC. IS VALID.



January 2017

Equal Employment Opportunity/Affirmative Action Policy

POLICY SCOPE

This policy applies to all 100% owned or controlled subsidiaries of Verizon Communications Inc. ("Verizon"). This policy applies to all locations where employees work or represent Verizon, including the workplace, customer and vendor premises, and company-sponsored activities.

POLICY STATEMENT

Verizon's policy is to provide equal employment opportunity ("EEO") to all persons without regard to *race, color, religion, age, gender, sexual orientation, gender identity and expression, national origin, disability, marital status, citizenship status, veteran status, military status or any other legally protected classifications*. Verizon does not discriminate on the basis of any protected classification listed above, or other categories protected under federal, state or local law.

Verizon is committed to a workplace free from unlawful discrimination and harassment and will not tolerate discriminatory or harassing behavior of any kind. This commitment extends beyond that which may be required by law and strives to maintain a work environment totally free from discrimination or harassment. This zero tolerance policy applies to any conduct that has the purpose or effect of creating an intimidating, hostile or offensive work environment.

Prohibited harassment includes verbal, physical or other behavior that denigrates or shows hostility or aversion toward an individual because of that person's *protected classification* (above). Such harassment, and the discriminatory treatment of others based on their protected classification, is unacceptable regardless whether it is instigated by employees or non-employees, including contractors, interns, customers, vendors, suppliers and visitors.

It is also the policy of Verizon to take appropriate Affirmative Action to assure equal opportunity for all applicants and employees. Verizon invites all employees to voluntarily self identify on the basis of race, gender, veteran status or disability.

Verizon will make reasonable accommodations for the physical/mental impairments of employees or applicants if doing so will enable the employee or applicant to perform the essential functions of a position that he/she holds or is seeking, so long as the accommodation would not cause an undue hardship to the business.

It is also the policy of Verizon to reasonably accommodate an employee's or an applicant's religious beliefs, practices and observances, unless doing so results in undue hardship to the Company. However, employees may not impose their religious beliefs on other employees, customers, business suppliers or other stakeholders.

Protection from Retaliation

Verizon prohibits any form of retaliation against applicants or employees for filing a complaint, reporting alleged violations or for cooperating in a Company or government investigation. Committing any act of retaliation alone can be cause for appropriate corrective action, including termination of employment.

RESPONSIBILITY - EEO

All employees are expected to adhere to this policy in their day-to-day working relationships and in carrying out their job responsibilities. Violations of this policy will result in appropriate corrective action. This can include termination of employment for severe violations, even for a first offense. Severe violations may include, but are not limited to, use of offensive racial or ethnic slurs or other abusive or offensive language, or unwanted and inappropriate touching of a sexual nature.

Supervisors/Managers are responsible for ensuring compliance with this policy and for providing a work environment free from any form of discrimination or harassment. Management is also responsible for ensuring that all employees

under their supervision are fully aware of this policy and appropriate complaint procedures (below). Managers who have knowledge of conduct that violates Company policy and fail to take the proper corrective action steps, or who otherwise condone such conduct, will themselves be subject to corrective action up to and including termination of employment. Supervisors/local management must notify Human Resources whenever they become aware of any unlawful discrimination or harassment matters. Human Resources is responsible for consulting with local supervision, conducting an investigation, where appropriate, and recommending corrective action when warranted.

RESPONSIBILITY - Affirmative Action

The Director of HR Compliance has overall responsibility for implementing and measuring the effectiveness of Verizon's Affirmative Action Program. Human Resources is responsible for the coordination and facilitation of this Program with Verizon managers and supervisors. Questions regarding the administration of this Program should be referred to Human Resources. As required by applicable law, the Company's Affirmative Action Program for covered veterans and individuals with disabilities is available for review during regular business hours upon request to Human Resources through the VZ Compliance Guideline at 844-894-8433 or online at www.verizonguideline.com for Verizon employees/applicants. Any inquiries, contacts or documents received from the U.S. Department of Labor's Office of Federal Contract Compliance Programs ("OFCCP") must be immediately referred to Human Resources.

RESPONSIBILITY - Accommodations

Employees or applicants are responsible for informing their management team or Human Resources of the need for accommodation. If you need accommodation for a disability in order to perform the essential functions of your position, contact your supervisor and your local Human Resources department for assistance. The Human Resources department will work with you to determine potential reasonable accommodations if doing so will enable you to perform the essential functions of your position, unless doing so would result in an undue hardship on the Company. Business necessity, operational considerations, work rules and co-worker impact may be considered in determining the nature of any accommodation to be made. Employees and applicants should not be placed in positions where, with or without reasonable accommodation, there would exist a direct threat to the safety or health of themselves or others.

COMPLAINT PROCEDURE

An individual who believes he/she has been subjected to, or is aware of, unlawful discrimination, harassment or retaliation should immediately bring their concerns to:

- His/her supervisor or manager;
- Local Human Resources Department; or
- The VZ Compliance Guideline at 844-894-8433 or online at www.verizonguideline.com for Verizon employees/applicants

Complaints will be treated in a confidential manner and information will only be shared on a need-to-know basis. All complaints will be properly investigated. Any unlawful acts of discrimination, harassment or retaliation will be addressed and remedied in an appropriate manner up to and including termination of employment.

Complaints received from an external governmental agency must be immediately submitted to the appropriate Human Resources group for proper handling and response.



Lowell McAdam
Chairman and Chief Executive Officer

Disclaimer Statement

This policy is not a contract of employment or a legal document between you and the Verizon company that employs you, or Verizon Communications Inc. or any of its subsidiaries. Thus, it must not be construed as a guarantee of employment or a promise regarding the terms and conditions of employment, either express or implied.

This policy may be changed by the Company at any time without notice. Employment with Verizon is "at will," which means that you or Verizon may terminate your employment, at any time, with or without cause, with or without notice, for any reason not prohibited by law, unless governed by a collective bargaining agreement or specific contract of employment. This at will employment relationship may not be modified except in a written agreement signed by the employee and an authorized representative of Verizon.

U.S. Department of Labor

Office of Federal Contract Compliance Programs
Charlotte District Office
3800 Arco Corporate Drive, Suite 465
Charlotte, North Carolina 28273



July 31, 2017

Lowell C. McAdam
Chairman and CEO
Verizon Corporate
One Verizon Way, 04 Floor Room E027,
Basking Ridge, NJ USA 07920

Dear Mr. McAdam:

The U.S. Department of Labor, Office of Federal Compliance Programs (OFCCP), recently completed a compliance evaluation of your equal employment opportunity policies and practices at Verizon Wireline located at 6400 Weston Parkway, Cary, North Carolina 27513.

During the compliance evaluation process we found no apparent violations of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended (Section 503), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (Section 4212) or Executive Order 13496.

The OFCCP appreciates the cooperation of you and your staff during the conduct of the compliance review.

Sincerely,

A handwritten signature in cursive script that reads "Pamela Quinn".

Pamela Quinn
District Director—Charlotte

cc: Paul McGovern, Manager – Affirmative Action/EO Compliance
Via email: paul.s.mcgovern@verizon.com

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Jacque Lafaire-Livingston
Representative's Signature: Jacque Lafaire-Livingston
Name of Company: Verizon
Tel. No.: 908-559-1592 Date: 1-8-2018

Consultant
EEO/AA

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and-

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Jacque Lafaine - Livingston

Consultant
EEO/LAA

Representative's Signature: Jacque Lafaine

Name of Company: Verizon

Tel. No.: 908-559-1592

Date: 1-8-2018

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-387

Agenda No. 10-Y

Approved: APR 25 2018

TITLE:

**RESOLUTION RATIFYING A CONTRACT AWARD
WITH CORPORATE TRAINING GROUP INC.
FOR THE SUPPORT OF PROPRIETARY
COMPUTER HARDWARE AND SOFTWARE SYSTEMS**



COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, funds must be allocated for the continued support of proprietary computer hardware and software systems necessary for legacy parking ticket payment processing; and

WHEREAS, CORPORATE TRAINING GROUP INC. has agreed to provide these goods and services in the manner specified by the Division of Information Technology/Jersey City Municipal Court; and

WHEREAS, the City of Jersey City ("City") has received a proposal for the required goods and services from **CORPORATE TRAINING GROUP INC.** in the total amount of **\$40,800.00** for a one year period effective January 1, 2018; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, funds are available in the amount of **\$40,800.00 in Acct. No. 17-291-56-000-00;**
and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, CORPORATE TRAINING GROUP INC. has completed and submitted a Business Entity Disclosure Certification which certifies that **CORPORATE TRAINING GROUP INC.** has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year and that the contract will prohibit **CORPORATE TRAINING GROUP INC.** from making any reportable contributions during the term of the contract; and

WHEREAS, CORPORATE TRAINING GROUP INC. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, CORPORATE TRAINING GROUP INC. has submitted its Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, Wendy Razzoli, Court Director, of the Jersey City Municipal Court, has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, N.J.S.A. 40A:11-5(1)dd authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City.

City Clerk File No. Res. 18-387Agenda No. 10-YTITLE: **APR 25 2018****RESOLUTION RATIFYING A CONTRACT AWARD WITH
CORPORATE TRAINING GROUP INC. FOR THE SUPPORT
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **CORPORATE TRAINING GROUP INC.** be accepted and that a contract be awarded to said company in the amount of **\$40,800.00**, and the City's Purchasing Agent is directed to have such a contract drawn up and executed;

BE IT FURTHER RESOLVED, that the term of the contract shall be one year effective as of January 1, 2018;

BE IT FURTHER RESOLVED, that upon certification by an official of employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;

BE IT FURTHER RESOLVED, the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Determination of Value Certification, and the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference shall be placed on file with this resolution.

BE IT FURTHER RESOLVED, this contract is awarded in accordance with N.J.S.A. 40A:11-5 (1) (dd); and

BE IT FURTHER RESOLVED, this contract award shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **17-291-56-000-00** for payment of the above Resolution.

Requisition No. 0181985Purchase Order No. 128425

EEO/AA Review _____

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: R. Mauer

Business Administrator

Corporation CounselCertification Required ☒Not Required ☐**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING A CONTRACT AWARD WITH CORPORATE TRAINING GROUP INC. FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE SYSTEMS

Project Manager

Department/Division	Administration	Municipal Court
Name/Title	Wendy Razzoli	Court Director
Phone/email	201-209-6742	Razzoli@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Goods and services necessary for the continued maintenance and upgrade of the City's legacy parking ticket processing system. This contract will not only provide basic maintenance but will also involve server and operating system upgrades.

Cost (Identify all sources and amounts)

Court POAA budget, \$40,800

Contract term (include all proposed renewals)

1-1-18 to 12-31-18

Type of award Proprietary IT systems support

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

DETERMINATION OF VALUE CERTIFICATION

I, Wendy Razzoli, of full age, hereby certify the following:

1. I am the Court Director of the Municipal Court for the City of Jersey City and have knowledge of the goods and services that the Municipal Court needs.
2. The Jersey City Municipal Court requires maintenance of proprietary hardware and software systems that will provide City staff access to legacy parking ticket payment processing application software systems.
3. The City has determined that a contract for maintenance/management/monitoring of these proprietary hardware/software systems should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).
4. CORPORATE TRAINING GROUP can provide the maintenance/management/monitoring services for the proprietary hardware/software systems used by the City and has submitted a proposal indicating that it will provide the services for the price of \$40,800.00 for one year.
5. The City's recommendation is to award the contract to CORPORATE TRAINING GROUP.
6. The term of the contract is one year effective as of January 1, 2018.
7. This estimate amount of the contract exceeds \$17,500.00 (\$40,800.00).
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

1/2/2018


Wendy Razzoli, Court Director
Division of Municipal Court

Sole Source and Services Justification Letter for Jersey City Municipal Court TIPS
Support Annual Contract for 2018

The T.I.P.S. New Jersey City Municipal court project has been architected and developed by CTG from its conception.

Here are the required skills to maintain the database:

- NOS Architecture and design
- Installing COM/DCOM objects
- Shared storage design and configuration (LUN/iSCSI etc.)
- Advance Active Directory configuration
- Project planning
- OS backup/restore
- Disaster recovery modeling
- Advanced C# programming
- Advanced PowerShell 3.0 Programing
- Knowledge of Firewall rules
- Advanced security policy configuration
- Advance knowledge of Web Configuration
- Configuration of Windows Server 2012 Web server security
- In depth knowledge of the TCP/IP stack with a focus on the transport/presentation/network layers
- Advance knowledge of Always On technologies
- Windows 2012 Clustering
- Dell install and configuration of the 2900/R200 series servers

The SQL 2005 upgrade to SQL 2012 required Mastery of the following:

- Database architecture and design
- SQL Server Analysis Services
- Cube design and Architecture
- Cube deployment
- Cube design versioning
- MDX scripting
- Processing Partitions
- Star and snow flake schemas
- SQL Server Integration Serveries
- Package creation/modification
- Package deployment
- Package versioning
- Package security
- Advanced ETL strategies
- SQL Server Reporting Services
- Report creation

- Tablix design
- SSRS report security
- VB scripting
- SQL Database clustering
- SQL Replication
- SQL TL shipping
- Functions/Stored Procedures/cursors
- Forensic data analysis
- Database auditing
- Database security
- SQL 2012 new features
- SQL 2008 features

In addition to all of the items listed above, CTG has proprietary knowledge of the application due to 8 years of ongoing development of the business rules and city\county\state laws.

Due to the fact that CTG architected and developed the new TIPS database in 2015, we have the most amount of knowledge as it pertains to JCMC's needs and requirements which will allow us to make changes and maintain the database more efficiently in 2016 than any other vendors. It would be in the best interest of Jersey City Municipal Court to continue using CTG for the TIPS monthly database maintenance. CTG has proprietary knowledge that also enables us to make recommendations in the best interest of the court.

Submitted by,
Rob Eyerkuss, Account Manager for Jersey City Municipal Court
Corporate Training Group, Inc.
732-635-9033
reyerkuss@ctgtraining.com

CITY OF JERSEY CITY394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307**Requisition****Requisition #****0181985****Assigned PO #****Vendor**
CORPORATE TRAINING GROUP
120 WOOD AVE SOUTH, STE 404
ISELIN NJ 08830

CO129301WO

Dept. Bill To
MUNICIPAL COURT
DIRECTOR'S OFFICE - 2ND FL.
365 SUMMIT AVE.
JERSEY CITY NJ 07306**Dept. Ship To**
MUNICIPAL COURT
DIRECTOR'S OFFICE - 2ND FL.
365 SUMMIT AVE.
JERSEY CITY NJ 07306**Contact Info**
Jennifer DRago
0000000201

Quantity	UOM	Description	Account	Unit Price	Total
12.00	EA	TIPS MAINTENANCE	17-291-56-000-000	3,400.00	40,800.00
		MAINTAIN DATA INTEGRITY THROUGHOUT DATABASE			
		EXECUTIVE MAINTENANCE PLANS EXECUTE BACK UP			
		STRATETEGY MAINTAIN DISASTER RECOVERY			
		TRANSACTION LOG SHIPPING			
		MAINTAIN SQL 2012 CLUSTER SERVICES			
		MAINTAIN SERVICE PACK, PATH MANAGEMENT			
		AND SECURITY UPDATES			
		DAILY STATUS LIST OF SERVER HEALTH AND DATABASE			
		STATUS			
		MAINATAIN ADDITIONAL SECURITY UPDATES AND			
		MAINTENANCE			
		REPORT MAINTENNANCE			
		EUS RESO _____ APPROVED			

Requisition Total 40,800.00

Req. Date: 01/10/2018

Requested By: JMEJIAS

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

CITY OF JERSEY CITY

Requisition #**0181985****Assigned PO #****128425**

Requisition

Vendor
CORPORATE TRAINING GROUP
120 WOOD AVE SOUTH, STE 404

Dept. Bill To
MUNICIPAL COURT
DIRECTOR'S OFFICE - 2ND FL.
365 SUMMIT AVE.
JERSEY CITY

Dept. Ship To

ISELIN
CO129301WO

Contact Info
Jennifer DRago
0000000201

Quantity	UOM	Description	Account	Unit Price	Total
12.00	EA	TIPS MAINTENANCE	1729156000000	3,400.00	40,800.00
		MAINTAIN DATA INTEGRITY THROUGHOUT DATABASE EXECUTIVE MAINTENANCE PLANS EXECUTE BACK UP STRATETEGY MAINTAIN DISASTER RECOVERY TRANSACTION LOG SHIPPING MAINTAIN SQL 2012 CLUSTER SERVICES MAINTAIN SERVICE PACK, PATH MANAGEMENT AND SECURITY UPDATES DAILY STATUS LIST OF SERVER HEALTH AND DATABASE STATUS MAINATAIN ADDITIONAL SECURITY UPDATES AND MAINTENANCE REPORT MAINTENNANCE			
		EUS RESO _____ APPROVED			

Requisition Total 40,800.00

Req. Date:

Requested By: JMEJIAS

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

For POAA Balance
\$ 2,407,123.22

Form 4B - Request for the Expenditure of DWI c. 531 or POAA Funds ☐ Non-Applicable

Section I

Municipal Court of Jersey City

Court Code: 0906

Request: ☐ DWI ☒ POAA
(check one)

☒ Annual Request ☐ Single Use
(check one)

Complete the appropriate section for court's request. Use a separate form for each fund.

Section II

A. Additional Personnel	FT/PT	Salary	Duration Needed	Duties

B. <input type="checkbox"/> Special Court Sessions <input type="checkbox"/> Overtime		Date and Time of Court Session / Overtime Event _____		
	Name	Regular Salary	Type	Est. / Actual Amt
Judge	_____	_____	_____	_____
Prosecutor	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Interpreter	_____	_____	_____	_____
Other	_____	_____	_____	_____

C. ☐ Tickets ☐ Equipment ☐ Forms ☒ Other
Estimated Cost \$ 40,800.00 Portion to Be Paid From Special Funds \$ 40,800.00

Please explain in detail and attach estimate / quote
The Municipal Court of Jersey City is requesting to utilize POAA funding for CTG "Jersey City Municipal Court TIPS maintenance contract for 2018. Please see the attached quote.

Section III

Requested By: ☐ Judge ☒ Director ☐ Administrator
Wendy Lazzari Wendy Lazzari 10/24/17
Print Name Signature Date

Section IV For Vicinage Use Only

☐ Recommend ☐ Approve ☐ Deny

Conditions

Municipal Division Manager

Date

Final Decision

☒ Approve

☐ Deny

Assignment Judge Signature

Date

Visitation Review

Visitation Date

Use Verified

Corporate Training Group, Inc.

Statement of Work for "Jersey City
Municipal Courts TIPS Maintenance
Contract for 2018":

Submitted October 23, 2017



Jersey City Municipal Court- Jennifer Drago

CTG Account Manager- Rob Eyerluss

SITUATION ANALYSIS / PROJECT SCOPE**Monthly Maintenance Checklist:**

- Maintain Data integrity throughout the database
- Execute Maintenance Plans
- Execute Backup Strategy
- Maintain Disaster Recovery Transaction log shipping
- Maintain SQL 2012 Cluster Services
- Maintain Service Pack, Patch Management, and Security Updates
- Daily Status list of server health and database status
- Maintain additional Security updates and maintenance
- Report Maintenance

TIME AND COST ESTIMATES

Maintenance Hours Per Month	Price Per Hour	Amount Billed Per Month	Total Amount for 12 month contract
20 Hours	\$170	\$3,400	\$40,800

Terms and Conditions

CONFIDENTIALITY

Corporate Training Group, Inc. recognizes JCMC's business needs to keep its data confidential. CTG will not disclose this data to any third parties for any reason without JCMC's expressed written consent.

SUFFICIENT INFORMATION

In order to fulfill this Statement of Work, Corporate Training Group, Inc. requires access to JCMC's information systems at the client's location.

PLACE OF PERFORMANCE

JCMC's and Corporate Training Group, Inc. will agree on a task-by-task basis on the appropriateness of conducting work at the client's location to access critical data, accommodate meetings and collaboration or at CTG's facility, when the consultant may need to be available to assist with business operations.

ADDITIONAL TASKS

As the database is being developed, clients often have new ideas to add more components and functionality to the application. If JCMC's wishes to have additional tasks performed, CTG will issue a Change Control Notice as an addendum to this Statement of Work, authorizing additional hours of work. JCMC's would need to sign-off on the Change Control Notice in order for CTG to perform the additional tasks.

AUTHORIZATION

JCMC's authorizes Corporate Training Group, Inc. to proceed with the billable work as detailed in this agreement:

JCMC:

CTG:

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS
FOR GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

**Questions in reference to EEO/AA requirements for Goods,
Professional Service and General Service Contracts should be
directed to:**

**Jeana F. Abuan
EEO/AA Officer, P.A.C.O.
Department of Administration
Office of EEO/AA
280 Grove Street Room-103
Jersey City NJ 07302
Tel. # 201-547-4533
Fax# 201-547-5088
E-Mail Address: abuanj@jcnj.org**

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Lisa EYERKoss / President
Representative's Signature: [Signature]
Name of Company: Corporate Training Group Inc.
Tel. No.: 732-635-9033 Date: 11/16/17

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): Lisa EyerKoss / President
Representative's Signature: Lisa EyerKoss
Name of Company: Corporate Training Group Inc.
Tel. No.: 732 635 9033 Date: 11/16/17

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Corporate Training Group, Inc.
Address : 120 Wood Ave South Suite 405, Iselin NJ 08830
Telephone No. : 732-635-9033
Contact Name : Lisa Eyerkuss

Please check applicable category :

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input checked="" type="checkbox"/> Woman Owned business (WBE)	<input type="checkbox"/> Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-PAID AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions:

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions. In pertinent part...**

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

\*The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfnslfmenu.shtml](http://www.nj.gov/dca/lgs/lfnslfmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                             |                          |
|-----------------------------|--------------------------|
| Steven Fulop for Mayor 2017 | Michael Yun              |
| Lavarro for Councilman      | Osborne for Council      |
| Friends of Joyce Watterman  | Chris Gadsden Ward B     |
| Friends of Daniel Rivera    | Jermaine Robinson Ward F |
| Gajewski for Council        |                          |
| Friends of Richard Boggiano |                          |

**Part II – Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership    ☐ Corporation    ☐ Sole Proprietorship    ☒ Subchapter S Corporation  
☐ Limited Partnership    ☐ Limited Liability Corporation    ☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                                 |
|------------------------------|----------------------------------------------|
| LISA EYERKUSS                | 2 Stonehedge Court<br>Little Silver NJ 07739 |
|                              |                                              |
|                              |                                              |
|                              |                                              |
|                              |                                              |
|                              |                                              |
|                              |                                              |
|                              |                                              |
|                              |                                              |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Corporate Training Group Inc.

Signature of Affiant: Lisa Eyerkuss

Title: President

Printed Name of Affiant: \_\_\_\_\_

Date: 11/16/17

Subscribed and sworn before me this 16<sup>th</sup> day of

November, 2017

**LAURA PALAMARA**

**Notary Public of New Jersey**

**Commission Expires 11/26/2021**

My Commission expires:

(Witnessed or attested by)

(Seal)

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

**Required Pursuant To N.J.S.A. 19:44A-20.26**

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I - Vendor Information

|              |                              |        |       |
|--------------|------------------------------|--------|-------|
| Vendor Name: | Corporate Training Group Inc |        |       |
| Address:     | 120 Wood Ave South Suite 405 |        |       |
| City:        | Iselin                       | State: | NJ    |
|              |                              | Zip:   | 08830 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature Piza Reyili

Lisa Gierakis  
Printed Name

President  
Title

## Part II – Contribution Disclosure

**Disclosure requirement:** Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Page \_\_\_\_ of \_\_\_\_

[illegible]☐ Check here if the information is continued on subsequent page(s)



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Corporate Training Group Inc (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Corporate Training Group Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Corporate Training Group Inc

Signed Lisa Eyerkuss Title: President

Print Name Lisa Eyerkuss Date: 11/16/17

Subscribed and sworn before me  
this 16th day of Nov., 2017.

My Commission expires:

Laura Palamara  
(Affiant)

(Print name & title of affiant) (Corporate Seal)

LAURA PALAMARA  
Notary Public of New Jersey  
Commission Expires 11/26/2021

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

**STATEMENT OF OWNERSHIP**  
**(OWNERSHIP DISCLOSURE CERTIFICATION)**  
**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

This Statement Shall Be Included with  
All Bid and Proposal Submissions

**Name of Business:** Corporate Training Group Inc

**Address of Business:** 120 Wood Ave South Ste 405 Iselin NJ 08830

**Name of person completing this form:** Lisa Eyerkuss

**N.J.S.A. 52:25-24.2:**

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

**Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal**

### **Part I**

Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership      ☐ Limited Partnership      ☐ Limited Liability Partnership
- ☐ Limited Liability Company
- ☒ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): \_\_\_\_\_

### **Part II**

☒ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.  
(Please attach additional sheets if more space is needed):

Name: Lisa Eyerkuss 100%  
Address: 2 Stoneridge Ct  
Little Silver NJ 07739

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:**

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

\_\_\_\_\_  
N/A  
\_\_\_\_\_

AND

☐ Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

\_\_\_\_\_  
N/A  
\_\_\_\_\_

Subscribed and sworn before me this 16<sup>th</sup> day of

November, 2017.

(Notary Public)

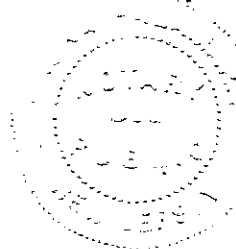
My Commission expires:

LAURA PALAMARA  
Notary Public of New Jersey  
Commission Expires 11/26/2021

  
(Affiant)

\_\_\_\_\_  
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)



# Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. Ord. 09-096

TITLE 3.E. AUG 12 2009 4.E. SEP 09 2009

Redevelopment Pay-to Play Reform Ordinance.



| RECORD OF COUNCIL VOTE ON INTRODUCTION AUG 12 2009 7-0 |     |     |      |               |     |     |      |               |        |     |      |
|--------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| COUNCILPERSON                                          | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. |
| SOTTOLANO                                              | ✓   |     |      | BAUGHMAN      | ✓   |     |      | BRENNAN       | ABSENT |     |      |
| KENNY                                                  | ✓   |     |      | FLOOD         | ✓   |     |      | FLOOD         | ✓      |     |      |
| LOPEZ                                                  | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA, PRES.   | ABSENT |     |      |

Indicates Vote: JOHN SEBOROWSKI, ARADY MORGAN, SEVERIN, WILLIS, LARA SKOLAN, N.V. Not Voting (Abstain)  
 YVONNE BALCEA, DAVID NORMAN, JASON BURG, GEF KAPLOWITZ  
 JERRY DeCicca, AROLD WILLIAMS, CATHERINE GAMA, BECKY ROFFMAN

| RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING SEP 09 2009 7-0 |     |     |      |                                          |     |     |      |               |     |     |      |
|----------------------------------------------------------------|-----|-----|------|------------------------------------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON SOTTOLANO                                        |     |     |      | moved, seconded by Councilperson BRENNAN |     |     |      | to close PH.  |     |     |      |
| COUNCILPERSON                                                  | AYE | NAY | N.V. | COUNCILPERSON                            | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                                      | ✓   |     |      | BAUGHMAN                                 | ✓   |     |      | BRENNAN       | ✓   |     |      |
| KENNY                                                          | ✓   |     |      | FLOOD                                    | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                                          | ✓   |     |      | RICHARDSON                               | ✓   |     |      | VEGA, PRES.   | ✓   |     |      |

Indicates Vote: LEON GREEN, EPILIO D'OLIVA, DANIEL LEVIN, N.V. Not Voting (Abstain)  
 ANDREW HODSEN, MIKE PELLACORNI, SEBASTIAN GERARDYM  
 PHILIP CARINGTON, CYNTHIA MADYMANNIS

| RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY SEP 09 2009 |     |     |      |                                                             |     |     |      |                 |         |     |      |
|----------------------------------------------------------|-----|-----|------|-------------------------------------------------------------|-----|-----|------|-----------------|---------|-----|------|
| Councilperson RICHARDSON                                 |     |     |      | moved to amend Ordinance, seconded by Councilperson BRENNAN |     |     |      | 8 adopted 8-0-1 |         |     |      |
| COUNCILPERSON                                            | AYE | NAY | N.V. | COUNCILPERSON                                               | AYE | NAY | N.V. | COUNCILPERSON   | AYE     | NAY | N.V. |
| SOTTOLANO                                                | ✓   |     |      | BAUGHMAN                                                    | ✓   |     |      | BRENNAN         | ✓       |     |      |
| KENNY                                                    | ✓   |     |      | FLOOD                                                       | ✓   |     |      | FLOOD           | ✓       |     |      |
| LOPEZ                                                    | ✓   |     |      | RICHARDSON                                                  | ✓   |     |      | VEGA, PRES.     | ABSTAIN |     |      |

Indicates Vote: N.V. Not Voting (Abstain)

| RECORD OF FINAL COUNCIL VOTE SEP 09 2009 8-0-1 |     |     |      |               |     |     |      |               |     |     |      |
|------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                  | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                      | ✓   |     |      | BAUGHMAN      | ✓   |     |      | BRENNAN       | ✓   |     |      |
| KENNY                                          | ✓   |     |      | FLOOD         | ✓   |     |      | FLOOD         | ✓   |     |      |
| LOPEZ                                          | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA, PRES.   | ✓   |     |      |

Indicates Vote: N.V. Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on

AUG 12 2009

Adopted on second and final reading after hearing on

SEP 09 2009

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 09 2009

*Robert Byrne, City Clerk*  
 Robert Byrne, City Clerk

APPROVED:

*Mariano Vega, Jr.*  
 Mariano Vega, Jr., Council President

Date: SEP 09 2009

APPROVED:

*Jeremiah T. Hanly*  
 Jeremiah T. Hanly, Mayor

Date: SEP 14 2009

Date to Mayor: SEP 10 2009

\*Amendment(s):

IN ITALICS

SECT. 7 - NOW SEVERABILITY

SECT. 8 - NOW REPEALER

SECT. 9 - NOW EFFECTIVE DATE

CERT-1

12/04/14

Taxpayer Identification# 223-122-086/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 282  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

CORPORATE TRAINING GROUP, INC.

TRADE NAME:

ADDRESS:

120 WOOD AVE SOUTH STE 405

ISELIN NJ 08830-2709

EFFECTIVE DATE:

02/25/92

SEQUENCE NUMBER:

0098454

ISSUANCE DATE:

12/04/14



Director  
New Jersey Division of Revenue

FORM-BRC  
(04-08), D205848V



## State of New Jersey

**CHRIS CHRISTIE**  
*Governor*

**KIM GUADAGNO**  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**FORD M. SCUDDER**  
*Acting State Treasurer*

### APPROVED

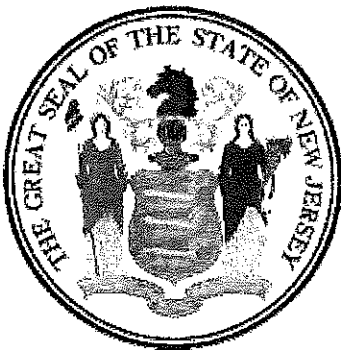
*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges CORPORATE TRAINING GROUP INC as a Category 2 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at:  
[www.njportal.com/DOR/SBERegistry/](http://www.njportal.com/DOR/SBERegistry/).



Peter Lowicki  
Deputy Director

Issued: 9/21/2016  
Certification Number: A0048-16

Expiration: 9/21/2019





hereby grants

# National Women's Business Enterprise Certification

to

Corporate Training Group, Inc

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Certification Granted: January 11, 2011

Expiration Date: January 11, 2018

WBENC National Certification Number: 2005117355

WBENC National WBE Certification was processed and validated by  
Women President's Educational Organization - NY, a WBENC Regional Partner  
Organization.

*Marsha Firestone, Ph.D.*

Authorized by Marsha Firestone, President & Founder  
Women President's Educational Organization - NY



**WOMEN PRESIDENTS'**  
Educational Organization.

NAICS: 611420, 611430

UNSPSC: 43232502, 55111601, 86141700, 86141703



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-388

Agenda No. 10.2

Approved: APR 25 2018

TITLE:



## **RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO PERISCOPE HOLDINGS INC./BIDSYNCH FOR ONLINE BIDDING SERVICES THROUGH THE PURCHASING SOLUTIONS ALLIANCE COOPERATIVE FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS, N.J.S.A. 52:34-6.2** authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

**WHEREAS,** certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

**WHEREAS,** the Purchasing Solutions Alliance is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

**WHEREAS,** the Division of Purchasing needs online bidding and quote services; and

**WHEREAS,** resolution 18-313 approved on March 28, 2018 authorized the City of Jersey City (City) to enter into a cooperative agreement with the Purchasing Solutions Alliance; and

**WHEREAS,** the Division of Purchasing, wishes to purchase online bidding and quote services from Periscope Holdings Inc./Bidsync, 629 E. 700 South, Suite 101, American Fort, Utah 84003 who is in possession of contract number 13-102; and

**WHEREAS,** the total amount of the contract is \$24,700.00; and

**WHEREAS,** this contract is awarded for a period of one year commencing May 1, 2018 with the option to extend the contract for up to two additional one year terms; and

**WHEREAS,** the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS,** these funds are available for this expenditure in accordance with the requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

**NOW, THEREFORE, BE IT RESOLVED,** by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$24,700.00 is awarded to Periscope Holdings Inc./Bidsync for online bidding and quote services.
2. The term of the contract shall be effective May 1, 2018 through April 30, 2019.
3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on page 2)

City Clerk File No. Res. 18-388Agenda No. 10.ZTITLE: APR 25 2018

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO PERISCOPE HOLDINGS INC./BIDSYNC FOR ONLINE BIDDING SERVICES THROUGH THE PURCHASING SOLUTIONS ALLIANCE COOPERATIVE FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING**

5. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year permanent budgets.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

|                   |             |                       |                    |
|-------------------|-------------|-----------------------|--------------------|
| <b>Account</b>    | <b>PO #</b> | <b>Total Contract</b> | <b>Encumbrance</b> |
| 01-201-20-100-314 | 128945      | \$24,700.00           | \$12,000.00        |

Approved: \_\_\_\_\_  
 Peter Folgado, Director of Purchasing,  
 QPA, RPPO

April 13, 2018  
 Date

PF/pv/RR  
 4/13/18

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: Business Administrator

\_\_\_\_\_  
 Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18 |     |     |      |               |     |     |      |                |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMANN     | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

## **RESOLUTION FACT SHEET**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO PERISCOPE HOLDINGS INC./BIDSYNC FOR ONLINE BIDDING SERVICES THROUGH THE PURCHASING SOLUTIONS ALLIANCE COOPERATIVE FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASING**

### **Initiator**

|                     |                |                            |
|---------------------|----------------|----------------------------|
| Department/Division | ADMINISTRATION | PURCHASING                 |
| Name/Title          | PETER FOLGADO  | DIRECTOR, PURCHASING AGENT |
| Phone/email         | 201.547.4896   | PETERF@JCNJ.ORG            |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Resolution Purpose**

Online bidding and quote services

I certify that all the facts presented herein are accurate.

Brian M. Lee  
Signature of Department Director

4/18/18  
Date

Peter Folgado, Director of Purchasing  
RPPO, QPA

4/13/18  
Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** PERISCOPE HOLDINGS, INC  
**Trade Name:**  
**Address:** 319 CONGRESS AVENUE SUITE 200  
AUSTIN, TX 78701-4096  
**Certificate Number:** 1111328  
**Effective Date:** December 08, 2004  
**Date of Issuance:** April 13, 2018

**For Office Use Only:**  
20180413142903654

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-313

Agenda No. 10.V

Approved: MAR 28 2018

TITLE:



## RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE PURCHASING SOLUTIONS ALLIANCE (PSA) COOPERATIVE PURCHASING SYSTEM

### COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to purchase goods, or to contract for services, through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state; and

WHEREAS, the Purchasing Solutions Alliance (PSA) is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

WHEREAS, the PSA has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

WHEREAS, the City desires to join the Purchasing Solutions Alliance cooperative purchasing system to purchase goods and/or services, to make the procurement process more efficient and to provide cost savings to the City;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Purchasing Solutions Alliance purchasing system; and
2. Prior to making purchases or contracting for services through the Purchasing Solutions Alliance cooperative purchasing system, the contracting unit shall determine that the use of the cooperative purchasing agreement shall result in cost savings after all factors, including charges for service, material, and delivery, have been considered.
3. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provisions of the revised statutes of the State of New Jersey.

PF/pv  
3/14/18

Approved by:

Peter Folgado, Director of Purchasing  
RPPO, QPA

March 14, 2018  
Date

APPROVED:

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3.28.18 |     |        |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|--------|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY    | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                          |     | ABSENT |      | YUN           | ✓   |     |      | RIVERA         | ✓   |     |      |
| PRINZ-AREY                                      | ✓   |        |      | SOLOMON       | ✓   |     |      | WATERMAN       | ✓   |     |      |
| BOGGIANO                                        | ✓   |        |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk



## Brazos Valley Council of Governments

Partners in Regional Solutions

979-595-2800

Directory



Home Programs Departments About Us Contact Us Events State Reports  
Online Payments

### > Purchasing Solutions Alliance

PSA Home | About PSA | News | Membership | Compliance | Vendor Info | Active Solicitations | Cooperative Contracts | Contact PSA  
FAQs

## Purchasing Solutions Alliance

a purchasing cooperative for public agencies

18-313  
3/28/18

PSA Contract No. 13-102

Source-to-Settle e-Procurement Solutions



#### CONTRACT DETAILS

##### Contract

Periscope Holdings, Inc. is the industry leader in purpose-based procurement and bid notification solutions. PSA Contract No. 13-102 enables members to access Periscope's products and services including: NIGP Commodity/Service Code, NIGP Commodity/Service Code Crosswalks, Commodity Code Services, NIGP Consulting Services, BuySpeed eProcurement, BidSync Source™ and BidSync Contract™.

##### Contract Term

Two year initial term effective 07/15/2013 through 07/14/2015. Third and final optional annual extension has been executed to extend the contract to 07/14/2018.

##### Orders

Orders are placed directly with Periscope Holdings, referencing PSA Contract No. 13-102.

##### Vendor Contact Info

Periscope Holdings, Inc.  
Mark Didlake  
Vice President, Sales  
512.717.0682  
mcdilake@periscopeholdings.com

##### About Periscope Holdings

Periscope Holdings is the industry leader in purpose-based procurement and bid notification. Periscope makes it possible for purpose-driven vendors and suppliers to find like-minded partners in the public marketplace.

Periscope's e-procurement solutions eradicate waste and maximize the value of every dollar spent by public sector and higher education clients.

Periscope streamlines bid processes, increases efficiency, decreases expenditures, and creates transparency in the procurement process, allowing clients to focus on achieving their purpose.

Periscope also holds the exclusive license to maintain and market the NIGP Commodity/Services Code, and manages the NIGP Consulting Program, which provides a wide range of procurement transformation services, including strategy development sourcing services.

To learn more about Periscope's suite of solutions, call or email referencing PSA Contract No. 13-102.

#### Quick Links

Become a PSA Member  
for FREE!

Interested Vendors  
click here for more  
information.

Interested Agencies  
click here for more  
information.

Search BVCOG



# INVOICE



BidSync  
629 E. 700 S., Suite 101  
American Fork, UT 84003  
Phone: (800) 375-2834  
Email: [accounting@periscopeholdings.com](mailto:accounting@periscopeholdings.com)

|             |                |
|-------------|----------------|
| Date        | 03/01/2018     |
| Invoice #   | SI-3943        |
| Terms       | Due on Receipt |
| PO#         |                |
| Date Due    | 03/01/2018     |
| Customer ID | C-0754         |

**Bill To:**

City of Jersey City (1790962)  
280 Grove Street.  
Jersey City, NJ 7302

| PRODUCT   | DESCRIPTION                                                               | QTY | UNIT PRICE  | AMOUNT      |
|-----------|---------------------------------------------------------------------------|-----|-------------|-------------|
| Source    | Subscription Agency - For the period of 1st May, 2018 to 30th April, 2019 | 1   | \$24,700.00 | \$24,700.00 |
| SUBTOTAL  |                                                                           |     |             | \$24,700.00 |
| Sales Tax |                                                                           |     |             | \$0.00      |
| TOTAL     |                                                                           |     |             | \$24,700.00 |

**Bank Information:**

Beneficiary: Periscope Intermediate Corporation  
Beneficiary Bank: Silicon Valley Bank  
Routing Number: 121140399  
Account Number: 3301278657

**For Courier Deposits:**

Periscope Intermediate Corporation  
893608  
1501 North Plano Rd, Ste. 100  
Richardson, TX 75081

**Lockbox Remittance Address:**

Periscope Intermediate Corporation  
Dept. 3608, PO Box 123608  
Dallas, TX 75312-3608

For inquiries regarding this invoice please contact [accounting@periscopeholdings.com](mailto:accounting@periscopeholdings.com) Phone: (800) 375-2834

Thanks For Your Business



**STATE OF NEW JERSEY**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

|                                                                                                                                                       |                                                                                                                                                                                                                     |                     |                                                        |                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------------------------------------------|-------------------|
| 1. FID. NO. OR SOCIAL SECURITY                                                                                                                        | 2. TYPE OF BUSINESS<br><input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE<br><input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER |                     | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY<br><br>94 |                   |
| 4. COMPANY NAME<br>Periscope Holdings, Inc.                                                                                                           |                                                                                                                                                                                                                     |                     |                                                        |                   |
| 5. STREET<br>816 Congress Ave, Ste 1400                                                                                                               | CITY<br>Austin                                                                                                                                                                                                      | COUNTY<br>Travis    | STATE<br>TX                                            | ZIP CODE<br>78701 |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)<br>Periscope Intermedia                                                                |                                                                                                                                                                                                                     | CITY<br>Austin      | STATE<br>TX                                            | ZIP CODE<br>78701 |
| 7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER |                                                                                                                                                                                                                     |                     |                                                        |                   |
| 8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ<br>0                                                                     |                                                                                                                                                                                                                     |                     |                                                        |                   |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT<br>43                                                               |                                                                                                                                                                                                                     |                     |                                                        |                   |
| 10. PUBLIC AGENCY AWARDED CONTRACT<br>City of Jersey City                                                                                             |                                                                                                                                                                                                                     | CITY<br>Jersey City | STATE<br>NJ                                            | ZIP CODE<br>07307 |
| Official Use Only                                                                                                                                     | DATE RECEIVED                                                                                                                                                                                                       | INAUG. DATE         | ASSIGNED CERTIFICATION NUMBER                          |                   |

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

| JOB CATEGORIES                                 | ALL EMPLOYEES                                                                             |                |                  | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN |          |              |       |          |                    |          |              |       |          |
|------------------------------------------------|-------------------------------------------------------------------------------------------|----------------|------------------|----------------------------------------------------|----------|--------------|-------|----------|--------------------|----------|--------------|-------|----------|
|                                                | COL. 1<br>TOTAL<br>(Cols. 2 & 3)                                                          | COL. 2<br>MALE | COL. 3<br>FEMALE | ***** MALE *****                                   |          |              |       |          | ***** FEMALE ***** |          |              |       |          |
|                                                |                                                                                           |                |                  | BLACK                                              | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. | BLACK              | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. |
| Officials/ Managers                            | 19                                                                                        | 13             | 6                |                                                    | 1        |              |       | 12       |                    |          |              |       | 6        |
| Professionals                                  | 39                                                                                        | 29             | 10               |                                                    | 2        |              | 1     | 26       |                    | 1        |              |       | 9        |
| Technicians                                    | 0                                                                                         |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Sales Workers                                  | 17                                                                                        | 13             | 4                |                                                    | 1        |              |       | 12       |                    |          |              |       | 4        |
| Office & Clerical                              | 18                                                                                        | 6              | 12               |                                                    |          |              |       | 6        |                    |          |              |       | 12       |
| Craftworkers (Skilled)                         | 0                                                                                         |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Operatives (Semi-skilled)                      | 0                                                                                         |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Laborers (Unskilled)                           | 0                                                                                         |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Service Workers                                | 0                                                                                         |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| TOTAL                                          | 93                                                                                        | 61             | 32               |                                                    | 4        |              | 1     | 56       |                    | 1        |              |       | 31       |
| Total employment From previous Report (if any) |                                                                                           |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Temporary & Part-Time Employees                | The data below shall NOT be included in the figures for the appropriate categories above. |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
|                                                |                                                                                           |                | 1                |                                                    |          |              |       |          |                    |          |              |       |          |

|                                                                                                                                                                                                                             |  |                                                                                                                                               |                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| 12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?<br><input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify) |  | 14. IS THIS THE FIRST Employee Information Report Submitted?<br><br>1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/> | 15. IF NO, DATE LAST REPORT SUBMITTED<br><br>MO. DAY YEAR<br><br>03 15 2018 |
| 13. DATES OF PAYROLL PERIOD USED<br>From: 3/1/2018 To: 3/15/2018                                                                                                                                                            |  |                                                                                                                                               |                                                                             |

**SECTION C - SIGNATURE AND IDENTIFICATION**

|                                                                  |                                |                                                       |                                   |
|------------------------------------------------------------------|--------------------------------|-------------------------------------------------------|-----------------------------------|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type)<br>Lisa Novak | SIGNATURE<br><i>Lisa Novak</i> | TITLE<br>Director, Human Resource                     | DATE<br>MO DAY YEAR<br>03 15 2018 |
| 17. ADDRESS NO. & STREET<br>816 Congress Ave, Ste 1400           | CITY<br>Austin                 | COUNTY<br>Travis                                      | STATE<br>TX                       |
|                                                                  | ZIP CODE<br>78701              | PHONE (AREA CODE, NO., EXTENSION)<br>512 - 666 - 9383 |                                   |

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arcy for Council  |
| Lavatro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II – Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership      ☒ Corporation      ☐ Sole Proprietorship      ☐ Subchapter S Corporation  
☐ Limited Partnership      ☐ Limited Liability Corporation      ☐ Limited Liability Partnership

| Name of Stock or Shareholder                                                                             | Home Address |
|----------------------------------------------------------------------------------------------------------|--------------|
| Periscope Holdings, Inc. is a privately held company. As such, we do not reveal shareholder information. |              |
|                                                                                                          |              |
|                                                                                                          |              |
|                                                                                                          |              |
|                                                                                                          |              |
|                                                                                                          |              |
|                                                                                                          |              |
|                                                                                                          |              |
|                                                                                                          |              |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Periscope Holdings, Inc.

Signature of Affiant: [Signature]

Title: CFO

Printed Name of Affiant: DAVID ENGELSH

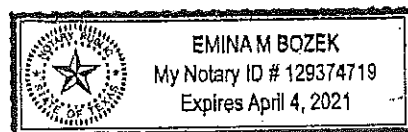
Date: 4/13/18

Subscribed and sworn before me this 13 day of April, 2018.

My Commission expires:

April 4 2021

[Signature]  
(Witnessed or attested by)  
  
(Seal)



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I - Vendor Information

|              |                                 |        |       |
|--------------|---------------------------------|--------|-------|
| Vendor Name: | Periscope Holdings, Inc.        |        |       |
| Address:     | 816 Congress Avenue, Suite 1400 |        |       |
| City:        | Austin                          | State: | Texas |
|              |                                 | Zip:   | 78701 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

DAVID ENGCH  
Printed Name

CFO  
Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.[illegible]☐ Check here if the information is continued on subsequent page(s)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Periscope Holdings, Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding April 2018 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Periscope Holdings, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Periscope Holdings, Inc.

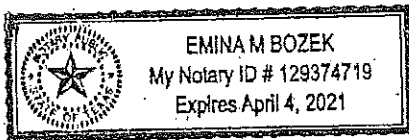
Signed: David English Title: CFO

Print Name: DAVID ENGLISH Date: 4/13/18

Subscribed and sworn before me  
this 13 day of April, 2018.

My Commission expires: April 4, 2021

Emina M. Bozek  
(Affiant) Notary Public  
Emina M. Bozek  
(Print name & title of affiant) (Corporate Seal)



\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

DAVID ENGLISH

Representative's Signature:

David English

Name of Company:

Periscope Holdings, Inc.

Tel. No.:

512-717-0680

Date:

4/13/18

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of New Jersey City, DE, hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: DAVID ENGELSH / CEO  
Representative's Signature: [Signature]  
Name of Company: AcuScope Holding, Inc.  
Tel. No.: 512-717-0680 Date: 4/13/18

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-389

Agenda No. 10.Z.1

Approved: APR 25 2018

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO HEURESIS CORPORATION FOR THE PURCHASE AND DELIVERY OF LEAD PAINT ANALYZERS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF ENVIRONMENTAL HEALTH**

**WHEREAS**, lead is a toxic metal that can cause serious health problems if it's ingested or if dust containing lead is inhaled. The units are handheld analyzers that are light in weight, and ergonomically designed for all-day testing; and

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited two quotes, including one from Heuresis Corporation, 300 Nevada Street, Newton, Massachusetts 02460 in the total amount of twenty seven thousand, one hundred fifty dollars (\$27,150.00); and

**WHEREAS**, the Purchasing Director believes the proposal of Heuresis Corporation, attached hereto, to be most advantageous, price and other factors considered; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Director of the Division of Environmental Health has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

**WHEREAS**, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds are available for this contract in the Grant Account;

| Account           | PO #   | Total Contract |
|-------------------|--------|----------------|
| 02-213-40-805-411 | 128943 | \$27,150.00    |

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. A contract award to Heuresis Corporation in the amount of \$27,150.00 for the purchase of lead paint analyzers is authorized.
2. The term of the contract will be completed upon the delivery of the goods or services.
3. Upon certification by an official or employee of the City authorized to administer the contract met, the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(Continue on page 2)

TITLE: **APR 25 2018****RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO HEURESIS CORPORATION FOR THE PURCHASE AND DELIVERY OF LEAD PAINT ANALYZERS FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF ENVIRONMENTAL HEALTH**

4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution..

|                   |             |                       |
|-------------------|-------------|-----------------------|
| <b>Account</b>    | <b>PO #</b> | <b>Total Contract</b> |
| 02-213-40-805-411 | 128943      | \$27,150.00           |

Approved by: Peter Fajardo, Director of Purchasing,  
QPA, RPPO

April 13, 2018  
Date

PF/pw/RR  
4/12/18

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

R.R.  
4-16-18

APPROVED: Donna Mauer  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☒Not Required ☐**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18 |     |     |      |               |     |     |      |                |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMANN     | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk



## RESOLUTION FACT SHEET

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO HEURESIS CORPORATION FOR THE PURCHASE AND DELIVERY OF LEAD PAINT ANALYZERS THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF ENVIRONMENTAL HEALTH**

### Initiator

|                     |                                                          |  |
|---------------------|----------------------------------------------------------|--|
| Department/Division | Health & Human Services/Division of Environmental Health |  |
| Name/Title          | H. James Boor, Division Director                         |  |
| Phone/email         | 201-951-9573 -Happy@icnj.org                             |  |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

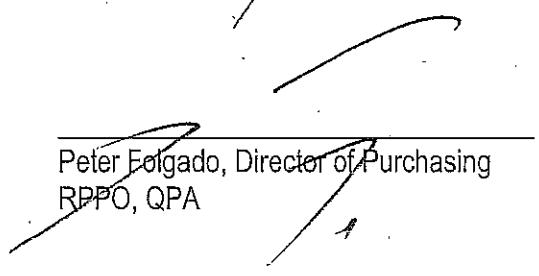
### Resolution Purpose

The units are handheld analyzers that are light in weight, and ergonomically designed for all-day testing.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

  
Peter Folgado, Director of Purchasing  
RPPO, QPA

  
Date

## DETERMINATION OF VALUE CERTIFICATION

I, H. James Boor, of full age, hereby certify the following:

1. I am the Division Director of the Division of Environmental Health.
2. The City needs to purchase two Lead Paint Analyzers for our Lead Poisoning Prevention Program.
4. The administration's recommendation is to award a contract to Heuresis Corporation.
6. The cost of the Contract exceeds \$27,150
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

10 April 2018  
Date

H. James Boor  
H. James Boor  
Division Director, Environmental Health



**CITY OF JERSEY CITY**  
394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307  
**PURCHASE ORDER & VOUCHER**

**PURCHASE ORDER NUMBER**  
**128943**

CHECK NO. \_\_\_\_\_  
CHECK DATE \_\_\_\_\_  
VOUCHER NO. \_\_\_\_\_  
VENDOR INV.# \_\_\_\_\_

**REQUISITION # 0183155**  
**BUYER P2PRESO**

DATE: 04/13/2018  
VENDOR NO: HE895127

**VENDOR INFORMATION**

**HEURESIS CORP**  
**330 NEVADA STREET**  
**NEWTON MA 02460**

**DELIVER TO**  
**CLINICAL SERVICES**  
**360 MARTIN LUTHER KING DR**

**JERSEY CITY NJ 07304**  
**BILL TO**  
**CLINICAL SERVICES**  
**360 MARTIN LUTHER KING DR**  
**JERSEY CITY NJ 07304**

| QUANTITY | UNIT | DESCRIPTION                                                                                                                                                                                                                                                      | ACCOUNT NUMBER    | UNIT PRICE  | EXTENDED PRICE |
|----------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|----------------|
| 2.00     | EA   | LEAD PAINT ANALYZER<br>PB200I LEAD PAINT ANALYZER                                                                                                                                                                                                                | 02-213-40-805-411 | 13,280.0000 | 26,560.00      |
| 2.00     | EA   | FEDEX SHIPPING<br>SHIPPING AND HANDLING<br>ONE WAY FEDEX TWO DAY<br><br>PLEASE DELIVER TO<br>LEAD PROGRAM/CITY HALL ANNEX<br>360 M.L.K. DRIVE<br>ROOM 300 JERSEY CITY, NJ<br>ATTENTION ZULMA LAMELA<br><br>QUOTE: 00001352<br><br>PTP RESO _____, APPROVED _____ | 02-213-40-805-411 | 295.0000    | 590.00         |

**TAX EXEMPTION NO. 22-6002013**

**PO Total 27,150.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS**



Req # 0183155

Company Address 330 Nevada Street  
Newton, Massachusetts 02460  
United States

Created Date 1/31/2018  
Expiration Date 3/31/2018  
Quote Number 00001352

Prepared By Christian Balotescu  
Phone (203) 938-4114  
Email chris@techmeasurement.com

Contact Name Charles Mays Jr.  
Phone (201) 547-5267  
Email cmaysjr@icnj.org

Bill To Name Jersey City Division Of Health  
Bill To 199 Summit Ave. Suite C-3  
Jersey City, NJ 07304  
United States

Ship To Name Jersey City Division Of Health  
Ship To 199 Summit Ave. Suite C-3  
Jersey City, NJ 07304  
United States

San Jose River  
1 203-856-7802



- Three battery holders, each containing (6) rechargeable lithium AA batteries
- 110/220 VAC battery charger for up to (16) rechargeable NiMH or NiCd AA batteries
- Lockable, shielded, waterproof case
- Shielded holster
- PC interface cable
- Color touch screen display
- 5 MP Color Macro-camera
- Check/verification sample
- User Guide
- On-line training materials
- Safety lanyard
- One-year factory warranty (extended warranty plans available for additional fee)

HE895727

| Item Description                                     | Unit Price  | Quantity | Total Price |
|------------------------------------------------------|-------------|----------|-------------|
| Pb200i Lead Paint Analyzer                           | \$13,280.00 | 2.00     | \$26,560.00 |
| Pb200i Shipping and Handling / One Way FedEx Two Day | \$295.00    | 2.00     | \$590.00    |
| Total Price                                          |             |          | \$27,150.00 |

Lead Time: Approximately 2-4 weeks ARO.  
Terms: Pricing is plus sales tax, where applicable. Prepay by check or wire transfer; n30 subject to credit approval.

Please provide us with either a copy of your purchase order, or sign and date a copy of this quote to indicate your approval.

Signature: \_\_\_\_\_

Order Accepted by (Print Name & Title): \_\_\_\_\_

Purchase Order # (if applicable): \_\_\_\_\_

Sales Tax Exempt: Yes \_\_\_\_\_ No \_\_\_\_\_ (If yes, attach copy of Sales Tax Exemption Certificate)

Pb200i@heuresistech.com | www.heuresistech.com

+1 (617) 467-5526 (phone) | +1 (617) 467-5024 (fax)



Ref # 0183155

Taxes. In sales transaction instances where Sales Prices do not include applicable taxes or duties, the Buyer is solely responsible for paying all applicable taxes and duties. Under these circumstances, where the HEURESIS CORP Sales invoice excludes State, County, and/or Local Sales Tax, it should be inferred that either (1) HEURESIS CORP has not attained NEXUS status in the State where the Buyer resides, and the Buyer is solely responsible for calculating, remitting and filing the appropriate tax and duties incurred, or (2) The Buyer has declared tax exemption status, and has forwarded the applicable Exempt certificates to HEURESIS CORP, prior to the Sales invoicing transaction.

HEURESIS CORP will add sales taxes to the sales price where required by applicable law and Buyer will pay such taxes unless Buyer provides HEURESIS CORP with a duly executed sales tax exemption certificate. If Buyer is required by law to withhold any amount of tax from its Payment to HEURESIS CORP, Buyer will take all reasonable steps to minimize such withholding tax, provide HEURESIS CORP with a receipt or certificate as evidence the tax has been paid, and reimburse HEURESIS CORP for the amount of withholding so that HEURESIS CORP receives Payment for the full value of the Invoice.

Pb200i@heuresistech.com | www.heuresistech.com

+1 (617) 467-5526 (phone) | +1 (617) 467-5024 (fax)

*Thermal Analytical*

*casimiro Q tech:  
naava*

# Tech Measurement


## ADVANCED INSTRUMENTATION SOLUTIONS

Authorized Representative for Heuresis Corporation

March 29, 2018  
Quotation No: CHB329  
expires 4/30/18

Charles May Jr.  
Jersey City Div. Of Health  
199 Summit Ave.  
Jersey City, NJ 07304  
201-547-5267

| Product name                                         | Product Description | List Price  | Quantity | TOTAL Price         |
|------------------------------------------------------|---------------------|-------------|----------|---------------------|
| Heuresis Pb200i XRF                                  | Lead Paint Analyzer | \$14,300.00 | 2        | \$28,600.00         |
| Pb200i Shipping and Handling / One Way FedEx Two Day |                     | \$295.00    | 2        | \$590.00            |
|                                                      |                     |             |          | <b>GRAND TOTAL</b>  |
|                                                      |                     |             |          | <b>\$29,190.00*</b> |

| Product name                                                                                           | Standard Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Heuresis Pb200i<br> | Three battery holders, each containing (6) rechargeable lithium AA batteries<br>110/220 VAC battery charger for up to (16) rechargeable NiMH or NiCd AA batteries<br>Lockable, shielded, waterproof case<br>Shielded holster<br>PC interface cable<br>Color touch screen display<br>5 MP Color Macro-camera<br>Check/verification sample<br>User Guide<br>On-line training materials<br>Safety lanyard<br><b>One-year factory warranty (extended warranty plans available for additional fee)</b> |

\*Please apply sales Tax – If tax exempt please supply certificate with purchase order.

Sincerely,  
C. Balotescu  
203-938-4114  
[chris@techmeasurement.com](mailto:chris@techmeasurement.com)

### Technical Measurement Associates, LLC

1 Norfield Road, Weston CT 06883 ♦ Tel (203) 938-4114 ♦ Fax (203) 938-4103 ♦ e-mail: [sales@techmeasurement.com](mailto:sales@techmeasurement.com)

# Tech Measurement

ADVANCED INSTRUMENTATION SOLUTIONS

Authorized Representative for Heuresis Corporation

## ACCEPTANCE OF PURCHASE QUOTE CHB329

\_\_\_\_\_  
Signature of authorized company representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Model #

\_\_\_\_\_  
Amount + S&H

Should we charge Sales Tax?    ☐    ☐    If no, you must provide a copy of your Tax Exemption Certificate.  
Yes                                      No

TO PLACE YOUR ORDER PLEASE FILL OUT THIS PAGE AND FAX AT 203-938-4103

---

**Technical Measurement Associates, LLC**

1 Norfield Road, Weston CT 06883 ♦ Tel (203) 938-4114 ♦ Fax (203) 938-4103 ♦ e-mail: [sales@techmeasurement.com](mailto:sales@techmeasurement.com)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavarro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II – Ownership Disclosure Certification**

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership      ☒ Corporation      ☐ Sole Proprietorship      ☐ Subchapter S Corporation  
☐ Limited Partnership      ☐ Limited Liability Corporation      ☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                     |
|------------------------------|----------------------------------|
| James Ryan                   | 29 Fox Run Bedford, NH 03110     |
| Peter Rothschild             | 540 Lowell Ave. Newton, MA 02460 |
|                              |                                  |
|                              |                                  |
|                              |                                  |
|                              |                                  |
|                              |                                  |
|                              |                                  |
|                              |                                  |
|                              |                                  |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Heuresis Corp

Signature of Affiant: [Signature]

Title: President

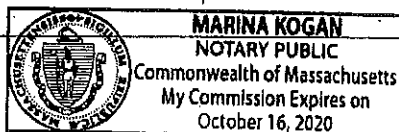
Printed Name of Affiant: James Ryan

Date: 4/11/18

Subscribed and sworn before me this 12 day of April, 2018

My Commission expires: 10/16/2020

[Signature]  
(Witnessed or attested by)  
(Seal)





## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I - Vendor Information

|              |                   |        |               |
|--------------|-------------------|--------|---------------|
| Vendor Name: | Heuresis Corp     |        |               |
| Address:     | 330 Nevada Street |        |               |
| City:        | Newton            | State: | MA Zip: 02460 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

~~Signature~~

Printed Name \_\_\_\_\_

Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Heuresis Corp (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Heuresis Corp (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Heuresis Corp

Signed [Signature]

Title: President

Print Name: James Ryan

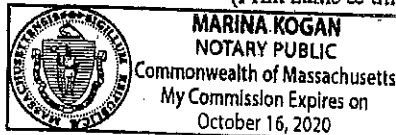
Date: 7/12/18

Subscribed and sworn before me  
this 12 day of April, 2018.

My Commission expires: 10/16/2020

[Signature]  
(Affiant)  
Marina Kogan  
(Print name & title of affiant)

(Corporate Seal)



\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** HEURESIS CORP  
**Trade Name:**  
**Address:** 330 NEVADA STREET  
NEWTON, MA 02460-1458  
**Certificate Number:** 2205531  
**Effective Date:** February 06, 2018  
**Date of Issuance:** April 13, 2018

**For Office Use Only:**  
20180413083324765

**STATE OF NEW JERSEY**  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

**EMPLOYEE INFORMATION REPORT**

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

|                                                                                                                                                       |                                                                                                                                                                                                                     |                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| 1. FID. NO. OR SOCIAL SECURITY<br>46-3309504                                                                                                          | 2. TYPE OF BUSINESS<br><input checked="" type="checkbox"/> 1. MPG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE<br><input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY<br>23 |
| 4. COMPANY NAME<br>Heuresis Corp                                                                                                                      |                                                                                                                                                                                                                     |                                                    |
| 5. STREET<br>330 Nevada Street                                                                                                                        | CITY<br>Newton                                                                                                                                                                                                      | COUNTY<br>Middlesex                                |
| STATE<br>MA                                                                                                                                           |                                                                                                                                                                                                                     | ZIP CODE<br>02460                                  |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)                                                                                        |                                                                                                                                                                                                                     | CITY STATE ZIP CODE                                |
| 7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER |                                                                                                                                                                                                                     |                                                    |
| 8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ<br>0                                                                     |                                                                                                                                                                                                                     |                                                    |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT                                                                     |                                                                                                                                                                                                                     |                                                    |
| 10. PUBLIC AGENCY AWARDED CONTRACT<br>CITY COUNTY STATE ZIP CODE                                                                                      |                                                                                                                                                                                                                     |                                                    |

|                   |               |             |                               |
|-------------------|---------------|-------------|-------------------------------|
| Official Use Only | DATE RECEIVED | INAUG. DATE | ASSIGNED CERTIFICATION NUMBER |
|                   |               |             |                               |

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

| JOB CATEGORIES                                 | ALL EMPLOYEES                                                                             |                |                  | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN |          |              |       |          |                    |          |              |       |          |
|------------------------------------------------|-------------------------------------------------------------------------------------------|----------------|------------------|----------------------------------------------------|----------|--------------|-------|----------|--------------------|----------|--------------|-------|----------|
|                                                | COL. 1<br>TOTAL<br>(Cols. 2 & 3)                                                          | COL. 2<br>MALE | COL. 3<br>FEMALE | ***** MALE *****                                   |          |              |       |          | ***** FEMALE ***** |          |              |       |          |
|                                                |                                                                                           |                |                  | BLACK                                              | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. | BLACK              | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. |
| Officials/ Managers                            | 3                                                                                         | 3              |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Professionals                                  | 13                                                                                        | 11             | 2                | 1                                                  | 1        |              | 1     | 8        |                    |          |              | 1     | 1        |
| Technicians                                    |                                                                                           |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Sales Workers                                  | 0                                                                                         |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Office & Clerical                              | 2                                                                                         | 1              | 1                |                                                    |          |              |       | 1        | 1                  |          |              |       |          |
| Craftworkers (Skilled)                         | 5                                                                                         | 4              | 1                |                                                    | 1        |              |       | 3        |                    |          |              |       | 1        |
| Operatives (Semi-skilled)                      | 0                                                                                         |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Laborers (Unskilled)                           | 0                                                                                         |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Service Workers                                | 0                                                                                         |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| TOTAL                                          | 23                                                                                        | 20             | 4                |                                                    |          |              |       |          |                    |          |              |       |          |
| Total employment From previous Report (if any) |                                                                                           |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Temporary & Part-Time Employees                | The data below shall NOT be included in the figures for the appropriate categories above. |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
|                                                |                                                                                           |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |

|                                                                                                                                                                                                                             |                                                                                                                                           |                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| 12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?<br><input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify) | 14. IS THIS THE FIRST Employee Information Report Submitted?<br>1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/> | 15. IF NO, DATE LAST REPORT SUBMITTED<br>MO. DAY YEAR<br>02 14 2018 |
| 13. DATES OF PAYROLL PERIOD USED<br>From: To:                                                                                                                                                                               |                                                                                                                                           |                                                                     |

**SECTION C - SIGNATURE AND IDENTIFICATION**

|                                                                    |                                  |                                                       |                                  |
|--------------------------------------------------------------------|----------------------------------|-------------------------------------------------------|----------------------------------|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type)<br>Cathy Gilmer | SIGNATURE<br><i>Cathy Gilmer</i> | TITLE<br>Sales/Marketing/ Office -Coordinator         | DATE<br>MO DAY YEAR<br>4 13 2018 |
| 17. ADDRESS NO. & STREET<br>330 Nevada Street                      | CITY<br>Newton                   | COUNTY<br>Middlesex                                   | STATE<br>MA                      |
| ZIP CODE<br>02460                                                  |                                  | PHONE (AREA CODE, NO., EXTENSION)<br>617 - 467 - 5526 |                                  |

Not sure if this date is correct - cg

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): James Ryan / President

Representative's Signature: [Signature]

Name of Company: Heuresis Corp

Tel. No.: 617-467-5526

Date: 4/12/18

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: James Ryan

Representative's Signature: \_\_\_\_\_

Name of Company: Heupels Corp

Tel. No.: 617-467-5526

Date: 4/12/16

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : N/A

Address : \_\_\_\_\_

Telephone No. : \_\_\_\_\_

Contact Name : \_\_\_\_\_

Please check applicable category :

|                                                        |                                                                 |
|--------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE)    | <input type="checkbox"/> Neither                                |

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: N/A

Address: \_\_\_\_\_

Telephone No. : \_\_\_\_\_

Contact Name: \_\_\_\_\_

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☐ Neither

**Definitions**

**Minority Business Enterprise**

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**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-390

Agenda No. 10.Z.2

Approved: APR 25 2018

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO DANKO EMERGENCY EQUIPMENT COMPANY FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF A WILDLAND CHASSIS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM FOR DEPARTMENT OF PUBLIC SAFETY, EMERGENCY SERVICES UNIT (E.S.U.)**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS, N.J.S.A. 52:34-6.2** authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

**WHEREAS,** certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

**WHEREAS,** the Houston-Galveston Area Council Cooperative Purchasing is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

**WHEREAS,** Resolution 13.769 approved on November 13, 2013 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the Houston-Galveston Area Council Cooperative Purchasing Program; and

**WHEREAS,** a wildland chassis is needed by the Department of Public Safety, Emergency Services Unit; and

**WHEREAS,** the Houston-Galveston Area Council Cooperative Purchasing awarded a contract to Danko Emergency Equipment Company, for a wildland chassis that the City desires to purchase; and

**WHEREAS,** the Department of Public Safety, Emergency Services Unit, wishes to purchase a wildland chassis from Danko Emergency Equipment Company, 302-4th Street, Snyder, Nebraska 68664 who is in possession of HGAC contract FS12-17; and

**WHEREAS,** the total amount of the contract is \$96,302.00; and

**WHEREAS,** the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS,** these funds are available for this expenditure in accordance with the requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$96,302.00 is awarded to Danko Emergency Equipment Company for the purchase, delivery, and installation of a wildland chassis.
2. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.
3. The term of the contract will be completed upon the delivery of the goods or services.

(Continued on page 2)

City Clerk File No. Res. 18-390Agenda No. 10.Z.2TITLE: APR 25 2018

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO DANKO EMERGENCY EQUIPMENT COMPANY FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF A WILDLAND CHASSIS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM FOR DEPARTMENT OF PUBLIC SAFETY, EMERGENCY SERVICES UNIT (E.S.U.)**

4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

| <u>Grant Account</u> | <u>PO #</u> | <u>Amount</u> |
|----------------------|-------------|---------------|
| 02-213-40-727-314    | 128429      | \$96,302.00   |

Approved:

Peter Folgado, Director of Purchasing,  
QPA, RPPO

April 5, 2018

Date

PF/pv/RR  
3/14/18

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: R. R.

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18 |     |     |      |               |     |     |      |                |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓      |     |      |
| PRINZ AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMEN      | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO DANKO EMERGENCY EQUIPMENT COMPANY FOR THE PURCHASE, DELIVERY, AND INSTALLATION OF A WILDLAND CHASSIS THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM FOR DEPARTMENT OF PUBLIC SAFETY, EMERGENCY SERVICES UNIT (E.S.U.)

**Initiator**

|                     |               |                    |
|---------------------|---------------|--------------------|
| Department/Division | PUBLIC SAFETY | OEM                |
| Name/Title          | WALTER KIERCE | DIRECTOR           |
| Phone/email         | 201.547.5681  | WKierce@NJJCPS.ORG |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

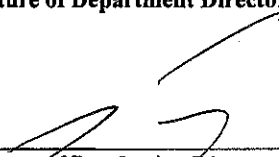
**Resolution Purpose**

The purpose of this Resolution will authorize the award of a contract to Danko Emergency Equipment Company to build and deliver a High Water rescue unit to be utilized by the JCPD Emergency Services Unit enhancing their ability to respond to and rescue victims associated with high water/flood conditions. This vehicle is funded thru the 2016 DHS Port Security Grant program

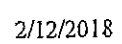
I certify that all the facts presented herein are accurate.

  
\_\_\_\_\_  
Signature of Department Director

3/15/18  
Date

  
\_\_\_\_\_  
Signature of Purchasing Director

4/5/18  
Date



PORT SECURITY CRAWT

|                                            |                                           |                                           |                                            |                              |                                      |                                              |                                                  |                                     |
|--------------------------------------------|-------------------------------------------|-------------------------------------------|--------------------------------------------|------------------------------|--------------------------------------|----------------------------------------------|--------------------------------------------------|-------------------------------------|
| GENERAL PURPOSE<br>& EMERGENCY<br>VEHICLES | INFRASTRUCTURE<br>EQUIPMENT &<br>SERVICES | COMMUNICATIONS<br>EQUIPMENT &<br>SERVICES | GROUNDS<br>FACILITIES &<br>PARKS EQUIPMENT | PUBLIC<br>WORKS<br>EQUIPMENT | EMERGENCY<br>EQUIPMENT &<br>SUPPLIES | CONSULTING<br>LEASING & STAFFING<br>SERVICES | EMERGENCY<br>PREPAREDNESS &<br>DISASTER RECOVERY | COOPERATIVE<br>ENERGY<br>PURCHASING |
|--------------------------------------------|-------------------------------------------|-------------------------------------------|--------------------------------------------|------------------------------|--------------------------------------|----------------------------------------------|--------------------------------------------------|-------------------------------------|

You are here: Home &gt; Information About The Program &gt; Contract List &gt; Fire Service Apparatus - FS12-17

**CONTRACT LIST****FIRE SERVICE APPARATUS - FS12-17**For Pricing and Contractor's contact details, please [click here...](#)

Contract No.: FS12-17

Effective Date: Dec 1, 2017 thru Nov 30, 2019

The table below shows base bid items only. Other configurations, options and accessories are available thru our contract. Please consult the appropriate contractor for a specific, written H-GAC contract price quote.

NOTE: Manufacturers and converters cannot sell direct in Texas. Texas Members should contact the in-state contractor/dealer for a quote. Members in other states should contact the manufacturer or converter if a dealer is not specified for their state.

- [Blanchat Manufacturing](#)
- [Boise Mobile Equipment](#)
- [Custom Fire](#)
- [DACQ](#)
- [Danka](#)
- [Darley](#)
- [Deep South](#)
- [Emergency One \(E-One\)](#)
- [Emergency Vehicles, Inc. \(EVI\)](#)
- [Ferrara](#)
- [Firematic](#)
- [HME](#)
- [KME](#)
- [Marion](#)
- [Maintainer Custom Bodies, Inc. \(MCBI\)](#)
- [Metro Fire Apparatus Specialists](#)
- [Midwest Fire](#)
- [Nevada Pacific Fire & Safety, Inc.](#)
- [OshKosh](#)
- [Pierce](#)
- [Rosenbauer](#)
- [Rosenbauer Minnesota LLC](#)
- [Rosenbauer South Dakota LLC](#)
- [Seagrave](#)
- [Skeeter](#)
- [Smeal](#)
- [Spartan ERV](#)
- [Sunbelt Fire, Inc.](#)
- [Super Vac](#)
- [Sutphen Corporation \(Sutphen\)](#)
- [EE Tonne](#)
- [U.S. Tanker](#)
- [Unruh Fire, Inc.](#)
- [Weis Fire & Safety Equipment Co.](#)

**Blanchat Manufacturing****Contractors:**

Blanchat Mfg. (Mfr.)

Chastang Ford (Commercial Chassis Dealer - TX) - AB01, AB03, AB05, AB07-AB08, AB10, AD01, AD03

Chastang CDJR (Commercial Chassis Dealer - TX) - AB02, AB04, AB06, AB09, AD02

| Product Code | Model & Description |
|--------------|---------------------|
|--------------|---------------------|

**B. Wildland Fire Apparatus (Brush Fire)**

|      |                                                                                                                                                                              |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AB01 | B-3-F450 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 325 gals water mounted on a Ford F450 Chassis 60" CA.     |
| AB02 | B-3- D3500 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 325 gals water mounted on a Dodge 3500 Chassis 60"CA.   |
| AB03 | B-4-F550 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 400 gal poly tank mounted on Ford F550 chassis 60"CA.     |
| AB04 | B-4-D5500 Welded steel body with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 400 gal poly tank mounted on a Dodge 5500 chassis.       |
| AB05 | B-5-F550 Welded steel bed with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 500 gal poly tank mounted on Ford F550 chassis 84" CA.     |
| AB06 | B-5-D5500 Welded steel bed with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 500 gal poly tank mounted on a Dodge 5500 chassis 84" CA. |
| AB07 | B-8-Ford Welded steel bed with crosswalk and pump and roll capabilities HPX200 pump driven by a 23HP briggs motor 800 gal poly tank mounted on a Ford F-750 Chassis.         |

Contractors:  
 Daco Fire Equipment, Inc. (Converter)  
 BR White Motor Company of Stanton Inc. (Commercial Chassis Dealer - TX) - DB02-DB05  
 Lubbock Truck Sales Inc. (Commercial Chassis Dealer - TX) - DB06-DB08

| Product Code | Model & Description |
|--------------|---------------------|
|--------------|---------------------|

**B. Wildland Fire Apparatus (Brush Fire)**

|      |                                                                                  |
|------|----------------------------------------------------------------------------------|
| DB01 | Self-Contained Slip-In Unit                                                      |
| DB02 | Brush Fire Apparatus, Ford F-550 Chassis, Steel Flatbed                          |
| DB03 | Brush fire apparatus, Ford F-550 Chassis, Formed Aluminum Flatbed                |
| DB04 | Brush fire apparatus, Ford F-550 Chassis, Steel Utility Bed                      |
| DB05 | Brush fire apparatus, Ford F-550 Chassis, Formed Aluminum Utility Bed            |
| DB06 | Brush fire apparatus Freightliner M-2 4 x4 Chassis Steel flatbed.                |
| DB07 | Brush fire apparatus Freightliner M-2 4 x 4 Chassis Formed Aluminum Flatbed.     |
| DB08 | Brush fire apparatus Freightliner M-2 4 x 4 Chassis Formed Aluminum Utility Bed. |
| DB09 | Brush Fire Apparatus, Dodge 5500 Chassis, Steel Flatbed                          |
| DB10 | Brush Fire Apparatus, Dodge 5500 Chassis, Formed Aluminum Flatbed                |
| DB11 | Brush Fire Apparatus, Dodge 5500 Chassis, Formed Aluminum Utility Bed            |

[Back to top](#)

## Danko

Contractors:  
 Danko Emergency Equipment Co. (Mfg.)  
 Webb Apparatus of Texas (Texas Dealer)

| Product Code | Model & Description |
|--------------|---------------------|
|--------------|---------------------|

**B. Wildland Fire Apparatus (Brush Fire)**

|      |                                                                                                    |
|------|----------------------------------------------------------------------------------------------------|
| EB01 | Skid Unit, 250 gallon tank, pump, pump engine, booster reel with booster hose.                     |
| EB02 | High pressure skid unit                                                                            |
| EB03 | Wildland Flatbed, Ford F350 4x4 chassis, aluminum flatbed, 300 gallon skid unit.                   |
| EB04 | Wildland Flatbed, Dodge 3500, 4x4 chassis, aluminum flatbed, 300 gallon skid unit.                 |
| EB05 | Treadbrite quick attack body, Ford F450, 4x4 diesel and skid.                                      |
| EB06 | Treadbrite quick attack body, Dodge 4500, 4x4 diesel and skid.                                     |
| EB07 | Wildland Flatbed, Freightliner/M2, 1000 gallon water, 250-500 GPM pump.                            |
| EB08 | Wildland Flatbed, I-H chassis, 1000 gallon water, 250-500 GPM pump.                                |
| EB09 | Wildland Flatbed, Peterbilt chassis, 1000 gallon water, 250-500 GPM pump.                          |
| EB10 | Wildland Flatbed, Kenworth chassis, 1000 gallon water, 250-500 GPM pump.                           |
| EB11 | Danko Quick Attack, Ford F450 4x4 diesel, painted body, 300 gallon water with an auxiliary pump.   |
| EB12 | Danko Quick Attack, Dodge 4500, 4x4 diesel, painted body, 300 gallon water with an auxiliary pump. |

**D. Special Service Apparatus (Walk-In & Non Walk-In Bodies) Multi-Use: Rescue, Re-Hab, Hazmat, Mobile Command Center**

|      |                                                                     |
|------|---------------------------------------------------------------------|
| ED01 | Rescue, Ford F450, 4x4 chassis, Non-Walk-In Rescue Body, 10' body.  |
| ED02 | Rescue, Dodge 4500, 4x4 chassis, Non-Walk-In Rescue Body, 10' body. |

**E. Pumper/Tankers & Tankers**

|      |                                                                                                                                 |
|------|---------------------------------------------------------------------------------------------------------------------------------|
| EE01 | Ford 550, Mini Pumper 4 door, 4x4, diesel chassis, 1250GPM pump, 300 gallon water                                               |
| EE02 | IHC, 2-door chassis, Pumper Tanker, single axle, 750 GPM pump, 2000 gallon poly tank, swivel dump valve, hose bed, LED lighting |



WWW.DANKO.NET

**DANKO EMERGENCY EQUIPMENT**

302 East 4<sup>th</sup> Street • PO Box 218 • Snyder, NE 68664

Phone: 402-568-2200 • Fax: 877-568-2443

www.danko.net • trucksales@danko.net

**Toll Free: 866-568-2200**

**SALES CONTRACT**

This agreement, made by and between Danko Emergency Equipment Co. of Snyder, Nebraska and Jersey City Police ESU of Jersey City, NJ

**WITNESSETH:** That the Danko Emergency Equipment Co. of Snyder, NE agrees to delivery, upon the following terms and conditions, the apparatus and equipment described in the proposal and specifications attached hereto as a part of this agreement and contract.

**DELIVERY:** The apparatus and equipment covered by this contract shall be delivered FOB Jersey City, NJ within approximately 160-215 calendar days after acceptance of contract at Danko Emergency Equipment Co. or soon thereafter as is consistent with good workmanship, and subject to any and all delays resulting from any causes beyond the control of the Danko Emergency Equipment Co. Payment of the total purchase price will be made by Jersey City Police ESU of Jersey City, NJ

FOB at time of final delivery.

**SPECIFICATIONS:** It is specifically understood and agreed that the specifications in the attached proposal shall control, notwithstanding any other specification, written or oral, heretofore supplied or considered.

One (1) Wildland Vehicle installed on a Ford F-350 Crew Cab Chassis, as

**PRODUCT PURCHASED:** per specifications

**PAYMENT:** Buyer agrees to purchase and pay for the aforesaid apparatus the total sum of: (\$ 96,302.00 ) Ninety six thousand three hundred two dollars and no/00

**TERMS:** To be paid in full at time of final inspection and delivery in Jersey City, NJ.

All payments of any nature must be paid directly from the Buyer to Danko Emergency Equipment Company in Snyder, Nebraska.

**AUTHORITY:** Only authorized officers of Danko Emergency Equipment Co. may act for and on its behalf, and all other representations hereafter made are not binding upon the company.

**COMPLETENESS:** Buyer has fully read and understands this Sales Contract. The Buyer acknowledges that this Sales Contract is the full and complete agreement of the Seller and Buyer and that any and all earlier discussions, dialogue and negotiations are merged into this Sales Contract. Buyer asserts that there are no warranties, agreements, or understandings written or oral which in any manner alter, abridge, or conflict with the terms of the Sales Contract. Buyer further understands that when accepted by Seller this Sales Contract may not be altered, modified, or abridged except with a formal, properly executed Change Order that has been signed by an authorized person for both the buyer and the seller.

**NOTE: PLEASE TURN OVER FOR SIGNATURE**

**CONTINGENCIES:** All agreements are contingent upon delays resulting from strike, accidents, and fires, commandeering of plant or other demands of the United States Government, delays in transportation, and receiving of apparatus component parts.

**DEALER/SALESMAN:**

Dealership: Campbell Supply Company

Sales Representative: Bill Bartos

Date: 02 / 12 / 2018

**CUSTOMER'S AUTHORIZED SIGNATURE/SIGNATURES:**

Printed Name: Vincent Glan Title: Lieutenant

Signature: [Signature] Date: 2/14/18

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date:    /    /   

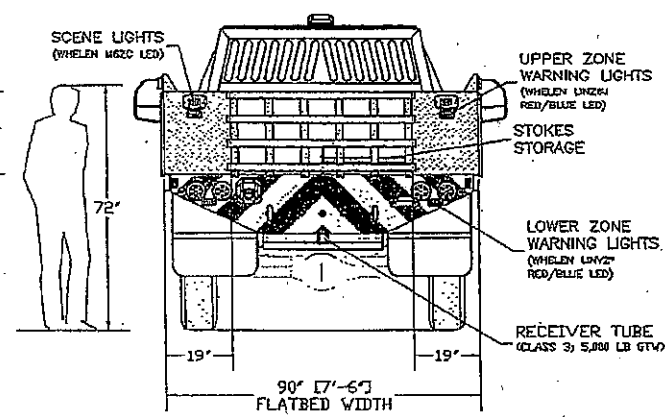
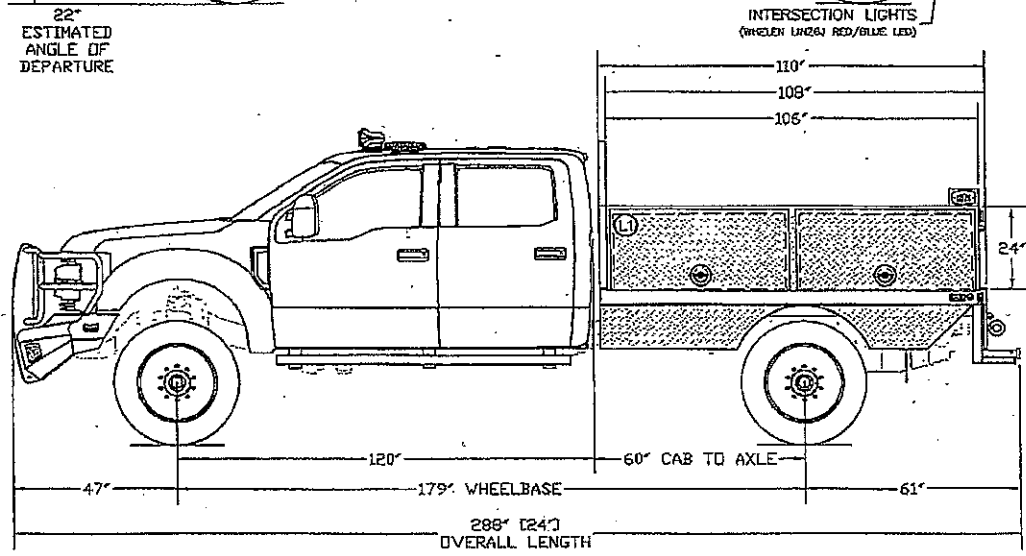
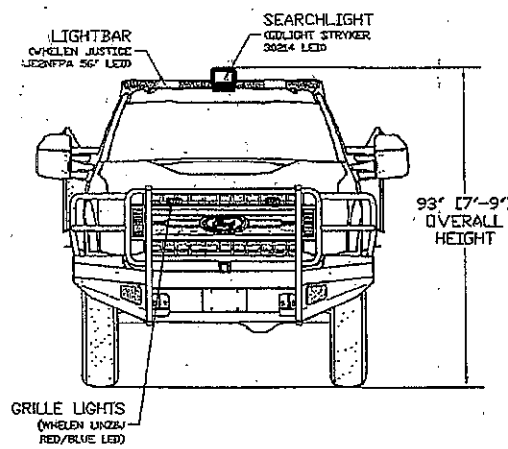
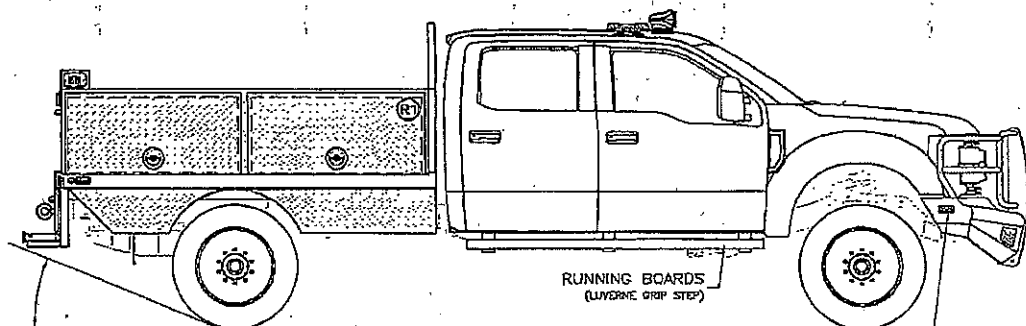
**DANKO:**

By: \_\_\_\_\_ Date of Acceptance:    /    /   

Danko Emergency Equipment  
Mark A. Kreikemeier, President

Attests: \_\_\_\_\_ Date:    /    /





| COMPT.                              | OPENING              | DEPTH |
|-------------------------------------|----------------------|-------|
| L1                                  | 2 OPENINGS 49W X 22H | 17    |
| R1                                  | 2 OPENINGS 49W X 22H | 17    |
| TOTAL COMPARTMENT CAPACITY 42 CU FT |                      |       |

CUSTOMER SIGNATURE: [Signature]  
 DATE: 2/13/18  
 DEALER/SALESMAN SIGNATURE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

## BUILD DRAWING

### WILDLAND



PUMP: n/a  
 TANK: n/a  
 FOAM: n/a  
 BODY: 110" Aluminum Flatbed  
 CHASSIS: Ford F350 Crew Cab  
 FILE NAME: Clients\Wildland\Jersey City-NJ 06-2017

ID: Q-0512  
 DRAWN BY: CTK  
 SCALE: BEST FIT

JERSEY CITY POLICE DEPARTMENT  
 JERSEY CITY, NJ

DIMENSIONS SHOWN ARE APPROXIMATE AND SUBJECT TO CHANGE AS MAY BE FOUND NECESSARY DURING CONSTRUCTION. MINOR DETAILS MAY NOT BE SHOWN TO RETAIN CLARITY WITHIN THE DRAWING. THE DRAWING IS FOR REFERENCE PURPOSES ONLY. SPECIFICATIONS SHALL BE THE FINAL AUTHORITY OF WHAT IS SUPPLIED ON THE APPARATUS.

DATE: 02/12/2018  
 PAGE 1 OF 2



## New Jersey Division of Revenue

Revenue

NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1623041 FOR DANKO EMERGENCY EQUIPMENT CO IS VALID.

**New Jersey Division of Revenue**

Revenue NJBGS

**On-Line Business Registration Certificate Service**CERTIFICATE NUMBER 1623041 FOR DANKO EMERGENCY EQUIPMENT CO IS VALID.

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE                                                 |                                    | DEPARTMENT OF TREASURY/<br>DIVISION OF REVENUE<br>PO BOX 252<br>TRENTON, NJ 08646-0252 |
|----------------------------------------------------------------------------------------------------------|------------------------------------|----------------------------------------------------------------------------------------|
| TAXPAYER NAME:<br><b>DANKO EMERGENCY EQUIPMENT CO</b>                                                    | TRADE NAME:                        |                                                                                        |
| ADDRESS:<br><b>302 E 4TH ST PO BOX 218<br/>SNYDER NE 68664-0218</b>                                      | SEQUENCE NUMBER:<br><b>1623041</b> |                                                                                        |
| EFFECTIVE DATE:<br><b>03/04/11</b>                                                                       | ISSUANCE DATE:<br><b>03/04/11</b>  |                                                                                        |
| FORM-BRC<br>(02-001) FORM-BRC                                                                            |                                    | <i>James J. [Signature]</i><br>Director<br>New Jersey Division of Revenue              |
| This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address. |                                    |                                                                                        |

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Danko Emergency Equipment Co.

Address: PO Box 218 Snyder, NE 68664-0218

Telephone No.: 402.568.2200

Contact Name: Sandy J. Tejkl

Please check applicable category :

☐ Minority Owned

☐ Minority & Woman Owned

☐ Woman Owned

☒ Neither

**Definition of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

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Please check applicable category :

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☐ Minority & Woman Owned

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**DIVISION OF PURCHASING COPY**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

**COMPANY:** Danko Emergency Equipment Co.

**SIGNATURE:** Sandy J. Tejd **DATE:** 02/21/2018

**PRINT NAME:** Sandy J. Tejd **TITLE:** Secretary

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 282  
TRENTON, NJ 08646-0282

TAXPAYER NAME:

DANKO EMERGENCY EQUIPMENT CO

TRADE NAME:

ADDRESS:

302 E 4TH ST PO BOX 218

SNYDER NE 68664-0218

EFFECTIVE DATE:

03/04/11

SEQUENCE NUMBER:

1623041

ISSUANCE DATE:

03/04/11

*James J. Glavin*  
Director  
New Jersey Division of Revenue

FORM BRC

03/04/11

Certification 46363

CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-11.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2011 to 15-MAR-2018.

DANKO EMERGENCY EQUIPMENT CO  
302 E. 4TH ST., PO BOX 218  
SNYDER NE 68664

*Elizabeth Maher Muolo*  
ELIZABETH MAHER MUOLO  
Acting State Treasurer

Certification 46363

CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-11.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2018 to 15-MAR-2021.

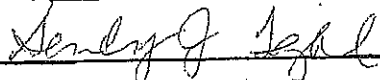
DANKO EMERGENCY EQUIPMENT CO  
302 E. 4TH ST., PO BOX 218  
SNYDER NE 68664

*Elizabeth Maher Muolo*  
ELIZABETH MAHER MUOLO  
Acting State Treasurer

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability (continued)**

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**Representative's Name/Title Print):** Sendy J. Tejkl/Controller

**Representative's Signature:** 

**Name of Company:** Danko Emergency Equipment Co.

**Tel. No.:** 402.568.2200 **Date:** 02/21/2018



**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)**

use of any recruitment agency which engages in direct or indirect discriminatory practices..The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

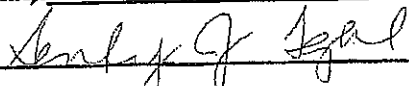
In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Sandy J. Tejki/Secretary

Representative's Signature: 

Name of Company: Danko Emergency Equipment Co.

Tel. No.: 402.568.2200 Date: 02/21/2018

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

| Name                | Address                               | % owned |
|---------------------|---------------------------------------|---------|
| Mark A. Kreikemeier | PO Box 272 Snyder, NE 68664-0272      | 30      |
| Tom Kreikemeier     | PO Box 126 Snyder, NE 68664-0126      | 30      |
| Bruce Kreikemeier   | 1140 E Grove St. West Point, NE 68788 | 30      |
| Daniel Kreikemeier  | PO Box 66 Snyder, NE 68664-0066       | 10      |
|                     |                                       |         |

SIGNATURE: \_\_\_\_\_

Sandy J. Tejl

TITLE: \_\_\_\_\_

Secretary

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

Feb. 21

OF 20 18

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF NEBRASKA  
MY COMMISSION EXPIRES: 20 20



*[Signature]*  
MICHAEL KELCH

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED  
WITH THIS PROPOSAL).

**NON COLLUSION AFFIDAVIT**

**STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:**

I certify that I am Secretary  
of the firm of Danko Emergency Equipment Co.

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52:34-25)

(Signature of respondent)

Sandy J. Tejkl  
Sandy J. Tejkl

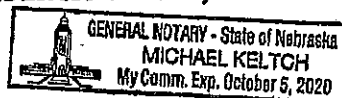
SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

Feb 21

OF 20 20

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF NEBRASKA  
MY COMMISSION EXPIRES: 2020



Michael Kelch  
MICHAEL KELCH

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED  
WITH THIS PROPOSAL).

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

### **Part I -- Vendor information**

|              |        |                               |            |
|--------------|--------|-------------------------------|------------|
| Vendor Name: |        | Danko Emergency Equipment Co. |            |
| Address:     |        | PO Box 218                    |            |
| City:        | Snyder | State:                        | NE         |
|              |        | Zip:                          | 68664-0218 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Sandy J. Seal  
Signature

Sendy J. Tejkl

Secretary

Printed Name \_\_\_\_\_

**Title**

## Part II – Contribution Disclosure

**Disclosure requirement:** Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

Play To  
Pay

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Danko Emergency Equipment Co. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Danko Emergency Equipment Co. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Danko Emergency Equipment Co.

Signed Sandy J. Tejkl Title: Secretary

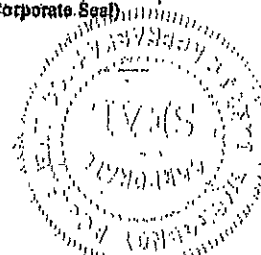
Print Name Sandy J. Tejkl Date: 2/21/2018

Subscribed and sworn before me  
this 21 day of FEB, 2020. Sandy J. Tejkl  
(Affiant)

My Commission expires: Sandy J. Tejkl, Secretary  
(Print name & title of affiant) (Corporate Seal)



Michael Kelton  
MICHAEL KELTON



**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

# STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:



I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR



I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:



Partnership



Corporation



Sole Proprietorship



Limited Partnership



Limited Liability Corporation



Limited Liability Partnership




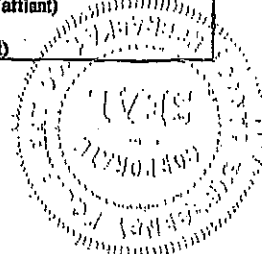
Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

|                                                                                |                                                                           |
|--------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Name: Mark Kreikemeier<br>Home Address: PO Box 272 Snyder, NE 68664-0272       | Name: Tom Kreikemeier<br>Home Address: PO Box 126 Snyder, NE 68664-0126   |
| Name: Bruce Kreikemeier<br>Home Address: 1140 E Grove St. West Point, NE 68788 | Name: Daniel Kreikemeier<br>Home Address: PO Box 66 Snyder, NE 68664-0066 |
| Name:<br>Home Address:                                                         | Name:<br>Home Address:                                                    |

|                                                                                                                                                                                                    |                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| Subscribed and sworn before me this <u>21</u> day of <u>Feb</u> , 2020                                                                                                                             | <u>Sendy J. Tajki</u><br>(Affiant) |
| (Notary Public)                                                                                                                                                                                    | Sendy J. Tajki/Secretary           |
| My Commission expires: <u>Oct 5, 2020</u>                                                                                                                                                          | (Print name & title of affiant)    |
|  GENERAL NOTARY - State of Nebraska<br>MICHAEL KELTCH<br>My Comm. Exp. October 5, 2020<br><u>Michael Keltch</u> | (Corporate Seal)                   |



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-391

Agenda No. 10.Z.3

Approved: APR 25 2018

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP INC. FOR A MANAGED BLOCK OF HOURS SUPPORT CONTRACT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the managed block of hours are needed to address maintenance and repair issues (as needed) with the closed caption television system. This includes issues with hardware and software as well; and

**WHEREAS**, Millennium Communications Group Inc., 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 is in possession of state contract A87720, and will provide a managed block of hours for support for a total contract amount of forty seven thousand, five hundred twenty dollars (\$47,520.00); and

**WHEREAS**, funds are available for this contract in the Operating Account;

| Acct #            | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 01-201-25-271-314 | 128877 | A87720         | \$47,520.00    |

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$47,520.00 for a managed block of hours support contract is awarded to Millennium Communications Group Inc. for the Department of Public Safety, Communications Center.
2. The term of the contract is one year effective April 26, 2018 through April 25, 2019.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget.

(Continued to page 2)



City Clerk File No. Res. 18-391Agenda No. 10.Z.3TITLE: **APR 25 2018**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP INC. FOR A MANAGED BLOCK OF HOURS SUPPORT CONTRACT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account;

| Acct #            | P.O. # | State Contract | Total Contract |
|-------------------|--------|----------------|----------------|
| 01-201-25-271-314 | 128877 | A87720         | \$47,520.00    |

Approved by: Peter Folgado, Director of Purchasing  
RPPD, QPA

April 13, 2018  
Date

PF/pv/RR  
4/13/18

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

R.R.  
4-16-18

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☒

Not Required ☐

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18 |     |     |      |               |     |     |      |                |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMANN     | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR A MANAGED BLOCK OF HOURS SUPPORT CONTRACT UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, COMMUNICATIONS CENTER**

**Initiator**

|                     |                   |                       |
|---------------------|-------------------|-----------------------|
| Department/Division | PUBLIC SAFETY     | COMMUNICATIONS CENTER |
| Name/Title          | ROBERT BAKER, SR. | DIRECTOR              |
| Phone/email         | 5449              | RBakerSr@NJJCPS.ORG   |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

Hours to be used to maintain and repair issues with the City CCTV system. This includes issues with hardware and software as well.

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

4/4/18  
Date

  
Peter Folgado, Director of Purchasing  
RPPO, QPA

4/13/18  
Date



State of New Jersey  
Department of the Treasury

Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

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**Notice of Award  
Term Contract(s)**

**M-7000**

**DATA COMMUNICATIONS EQUIPMENT**

|                         |
|-------------------------|
| Vendor Information      |
| Authorized Dealers      |
| By Vendor               |
| Email to GREGORY BUDDIE |

**Downloadable NOA Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- [Contractors List](#) Adobe PDF (36 kb)
- [State Contract Manager](#) Adobe PDF (8 kb)
- [Method of Operation](#) Adobe PDF (95 kb)
- [Amendment #1 - Contract Assignment](#) Adobe PDF (18 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

**NOAs By Number**

**NOAs By Title**

**Search NOAs**

|                                    |                                |
|------------------------------------|--------------------------------|
| <b>Index #:</b>                    | M-7000                         |
| <b>Contract #:</b>                 | VARIOUS                        |
| <b>Contract Period:</b>            | FROM: 04/16/16 TO: 05/31/19    |
| <b>Applicable To:</b>              | ALL STATE AGENCIES             |
| <b>Cooperative Purchasing:</b>     | POLITICAL SUBDIVISIONS*        |
| <b>Vendor Name &amp; Address:</b>  | SEE VENDOR INFORMATION SECTION |
| <b>For Procurement Bureau Use:</b> |                                |
| <b>Solicitation #:</b>             | 23681                          |
| <b>Bid Open Date:</b>              | 00/00/00                       |
| <b>CID #:</b>                      |                                |
| <b>Commodity Code:</b>             | -                              |
| <b>Set-Aside:</b>                  | NONE                           |

|                                                                                     |                                                                               |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <b>Vendor Name &amp; Address:</b>                                                   | BARRACUDA NETWORKS INC<br>3175 S WINCHESTER BLVD<br>CAMPBELL, CA 95008        |
| <b>Contact Person:</b>                                                              | ANDREA CANNON                                                                 |
| <b>Contact Phone:</b>                                                               | 703-743-9068                                                                  |
| <b>Order Fax:</b>                                                                   | 000-000-0000                                                                  |
| <b>Contract#:</b>                                                                   | 88792                                                                         |
| <b>Expiration Date:</b>                                                             | 05/31/19                                                                      |
| <b>Terms:</b>                                                                       | NONE                                                                          |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                                   |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                            |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                            |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                            |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                           |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                               |
|                                                                                     |                                                                               |
| <b>Vendor Name &amp; Address:</b>                                                   | BROCADE COMMUNICATIONS<br>SYSTEMS INC<br>130 HOLGER WAY<br>SAN JOSE, CA 95134 |
| <b>Contact Person:</b>                                                              | TANIA CRAYTHORNE                                                              |
| <b>Contact Phone:</b>                                                               | 408-333-6226                                                                  |
| <b>Order Fax:</b>                                                                   | 000-000-0000                                                                  |
| <b>Contract#:</b>                                                                   | 87718                                                                         |
| <b>Expiration Date:</b>                                                             | 05/31/19                                                                      |
| <b>Terms:</b>                                                                       | NONE                                                                          |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                                   |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                            |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                            |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                            |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                           |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                               |
|                                                                                     |                                                                               |
| <b>Vendor Name &amp; Address:</b>                                                   | CISCO SYSTEMS INC<br>308 HARPER DRIVE 1ST FL<br>MOORESTOWN, NJ 08057          |
| <b>Contact Person:</b>                                                              | JOE EARLEY                                                                    |
| <b>Contact Phone:</b>                                                               | 215-620-2074                                                                  |
| <b>Order Fax:</b>                                                                   | 000-000-0000                                                                  |
| <b>Contract#:</b>                                                                   | 87720                                                                         |
| <b>Expiration Date:</b>                                                             | 05/31/19                                                                      |
| <b>Terms:</b>                                                                       | NONE                                                                          |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                                   |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                            |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                            |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                            |
| <b>Cooperative Purchasing *:</b>                                                    | YES                                                                           |
| <b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b> |                                                                               |
|                                                                                     |                                                                               |
| <b>Vendor Name &amp; Address:</b>                                                   | DELL MARKETING LP<br>1 DELL WAY/RR8-06<br>ROUND ROCK, TX 78682                |
| <b>Contact Person:</b>                                                              | ASHLEIGH LANE                                                                 |
| <b>Contact Phone:</b>                                                               | 800-981-3355                                                                  |
| <b>Order Fax:</b>                                                                   | 000-000-0000                                                                  |
| <b>Contract#:</b>                                                                   | 88796                                                                         |
| <b>Expiration Date:</b>                                                             | 05/31/19                                                                      |
| <b>Terms:</b>                                                                       | NONE                                                                          |
| <b>Delivery:</b>                                                                    | 30 DAYS ARO                                                                   |
| <b>Small Business Enterprise:</b>                                                   | NO                                                                            |
| <b>Minority Business Enterprise:</b>                                                | NO                                                                            |
| <b>Women Business Enterprise:</b>                                                   | NO                                                                            |

|                                               |                                                                                        |
|-----------------------------------------------|----------------------------------------------------------------------------------------|
|                                               | NORTHPOINT SOLUTIONS<br>28 RODEO DRIVE<br>WEST CREEK NJ 08092                          |
| <b>Contact Person:</b>                        | DAVID HANIEBNIK                                                                        |
| <b>Contact Phone:</b>                         | 732-673-3955                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHI INTERNATIONAL CORP<br>290 DAVIDSON AVE<br>SOMERSET NJ 08873                        |
| <b>Contact Person:</b>                        | KATIE OKANE                                                                            |
| <b>Contact Phone:</b>                         | 732-868-5904                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b> | TECHXTEND<br>1157 SHREWSBURY AVE<br>SHREWSBURY NJ 07702-4321                           |
| <b>Contact Person:</b>                        |                                                                                        |
| <b>Contact Phone:</b>                         | 000-000-0000                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b> | WRFF LLC<br>DBA ARGENTUM SOLUTIONS<br>123 E 54TH STREET<br>APT 7A<br>NEW YORK NY 10022 |
| <b>Contact Person:</b>                        | BRANT STEVENS                                                                          |
| <b>Contact Phone:</b>                         | 212-931-8566                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b> | ZONES INC<br>1102 15TH ST SW<br>AUDURN WA 98001                                        |
| <b>Contact Person:</b>                        | JOHN VITTO                                                                             |
| <b>Contact Phone:</b>                         | 888-403-0995-X306                                                                      |
| <b>Contract#:</b> 87719                       | <b>Title:</b> DATA COMMUNICATIONS EQUIPMENT                                            |
| <b>Dealer/Distributor Name &amp; Address:</b> | EASTERN DATA COMM INC<br>44 COMMERCE WAY<br>HACKENSACK NJ 07601                        |
| <b>Contact Person:</b>                        | DAN HARRISON                                                                           |
| <b>Contact Phone:</b>                         | 201-457-3311-X137                                                                      |
| <b>Dealer/Distributor Name &amp; Address:</b> | ENTEL SYSTEMS INC<br>230 WEST PARKWAY<br>STE 8<br>POMPTON PLAINS NJ 07444              |
| <b>Contact Person:</b>                        | JIM BLACK                                                                              |
| <b>Contact Phone:</b>                         | 201-447-2000                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b> | R & D DATA PRODUCTS<br>4105 ROUTE 1 SOUTH/STE 4<br>MONMOUTH JCT NJ 08852               |
| <b>Contact Person:</b>                        | RICHARD DIATLO                                                                         |
| <b>Contact Phone:</b>                         | 732-329-0555                                                                           |
| <b>Contract#:</b> 87720                       | <b>Title:</b> DATA COMMUNICATIONS EQUIPMENT                                            |
| <b>Dealer/Distributor Name &amp; Address:</b> | ASPIRE TECHNOLOGY PARTNERS LLC<br>25 JAMES WAY<br>EATONTOWN NJ 07724                   |
| <b>Contact Person:</b>                        | DANIEL HARRIS                                                                          |
| <b>Contact Phone:</b>                         | 732-847-9611                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b> | CDW GOVERNMENT LLC<br>230 N MILWAUKEE AVE<br>VERNON HILLS IL 60061-9740                |
| <b>Contact Person:</b>                        | JOHN MAZELLA                                                                           |
| <b>Contact Phone:</b>                         | 866-776-7415                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b> | COMPUTER DESIGN & INTEGRATION<br>LLC<br>696 ROUTE 46 WEST<br>TETERBORO NJ 07608        |
| <b>Contact Person:</b>                        | DAVE REID                                                                              |
| <b>Contact Phone:</b>                         | 201-931-1420                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b> | CONTINENTAL RESOURCES INC<br>27 WORLDS FAIR DR<br>SOMERSET NJ 08873                    |
| <b>Contact Person:</b>                        | LOU DEMARCO                                                                            |
| <b>Contact Phone:</b>                         | 732-748-3630                                                                           |
| <b>Dealer/Distributor Name &amp; Address:</b> | CORE BTS INC<br>750 ROUTE 202 SOUTH                                                    |

|                                               |                                                                                                    |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------|
|                                               | SUITE 210<br>BRIDGEWATER NJ 08807                                                                  |
| <b>Contact Person:</b>                        | MICHELE KRAMER                                                                                     |
| <b>Contact Phone:</b>                         | 908-310-4415                                                                                       |
| <b>Dealer/Distributor Name &amp; Address:</b> | CUSTOM COMPUTER SPECIALISTS<br>INC<br>70 SUFFOLK CT<br>HAUPPAUGE NY 11788                          |
| <b>Contact Person:</b>                        | ERIC ABRAMS                                                                                        |
| <b>Contact Phone:</b>                         | 800-598-8989                                                                                       |
| <b>Dealer/Distributor Name &amp; Address:</b> | DIMENSION DATA NA<br>11006 RUSHMORE DRIVE<br>CHARLOTTE NC 28277                                    |
| <b>Contact Person:</b>                        | ARTHUR L TORIS                                                                                     |
| <b>Contact Phone:</b>                         | 732-966-3826                                                                                       |
| <b>Dealer/Distributor Name &amp; Address:</b> | DYNTEK<br>1120 ROUTE 73/STE 100<br>MOUNT LAUREL NJ 08054                                           |
| <b>Contact Person:</b>                        | DEBORA HARTMAN                                                                                     |
| <b>Contact Phone:</b>                         | 856-834-1139                                                                                       |
| <b>Dealer/Distributor Name &amp; Address:</b> | EPLUS TECHNOLOGY INC<br>642 NEWTOWN YARDLEY RD<br>NEWTOWN PA 18940                                 |
| <b>Contact Person:</b>                        | GEORGE PASHARDIS                                                                                   |
| <b>Contact Phone:</b>                         | 609-528-8912                                                                                       |
| <b>Dealer/Distributor Name &amp; Address:</b> | HIGH POINT SOLUTIONS INC<br>5 GAIL COURT<br>SPARTA NJ 07871                                        |
| <b>Contact Person:</b>                        | SANDRA CURRAN                                                                                      |
| <b>Contact Phone:</b>                         | 973-940-0040                                                                                       |
| <b>Dealer/Distributor Name &amp; Address:</b> | JOHNSTON G P INC<br>JOHNSTON COMMUNICATIONS<br>322 BELLEVILLE TURNPIKE<br>NORTH ARLINGTON NJ 07031 |
| <b>Contact Person:</b>                        | PHILIP G JOHNSTON                                                                                  |
| <b>Contact Phone:</b>                         | 201-428-2025                                                                                       |
| <b>Dealer/Distributor Name &amp; Address:</b> | MILLENNIUM COMMUNICATIONS GRP<br>11 MELANIE LANE UNIT 13<br>EAST HANOVER NJ 07936                  |
| <b>Contact Person:</b>                        | ROBERT RITCHIE                                                                                     |
| <b>Contact Phone:</b>                         | 973-503-1313                                                                                       |
| <b>Dealer/Distributor Name &amp; Address:</b> | MTM TECHNOLOGIES INC<br>614 CORPORATE WAY<br>VALLEY COTTAGE NY 10989                               |
| <b>Contact Person:</b>                        | ERNEST J MAHAR                                                                                     |
| <b>Contact Phone:</b>                         | 914-268-5000                                                                                       |
| <b>Dealer/Distributor Name &amp; Address:</b> | NWN CORPORATION<br>303 FELLOWSHIP RD/STE 110<br>MT LAUREL NJ 08054                                 |
| <b>Contact Person:</b>                        | MATT HIMMELSTEIN                                                                                   |
| <b>Contact Phone:</b>                         | 856-914-5603                                                                                       |
| <b>Dealer/Distributor Name &amp; Address:</b> | PRESIDIO NETWORKED SOLUTIONS<br>GROUP.LLC<br>110 PARKWAY DRIVE SOUTH<br>HAUPPAUGE NY 11788         |
| <b>Contact Person:</b>                        | AARON TANDOURJIAN                                                                                  |
| <b>Contact Phone:</b>                         | 610-684-2928                                                                                       |
| <b>Dealer/Distributor Name &amp; Address:</b> | PROMEDIA TECHNOLOGY SVCS INC<br>535 US HIGHWAY 46<br>LITTLE FALLS NJ 07424                         |
| <b>Contact Person:</b>                        | WM PAUL NOLAN                                                                                      |
| <b>Contact Phone:</b>                         | 973-253-7600                                                                                       |
| <b>Dealer/Distributor Name &amp; Address:</b> | SHI INTERNATIONAL CORP<br>290 DAVIDSON AVE<br>SOMERSET NJ 08873                                    |
| <b>Contact Person:</b>                        | KATIE OKANE                                                                                        |
| <b>Contact Phone:</b>                         | 732-868-5904                                                                                       |
| <b>Dealer/Distributor Name &amp; Address:</b> | VERIZON NETWORK<br>INTEGRATION CORP                                                                |

|                                                  | PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>SWITCHES SUCH AS: LAN ACCESS<br>SWITCHES;<br>LAN CORE SWITCHES; DATA CENTER<br>SWITCHES;<br>SOFTWARE DEFINED NETWORKS<br>VIRTUALIZED<br>SWITCHES; CARRIER AGGREGATION<br>SWITCHES;<br>AND CARRIER ETHERNET ACCESS<br>SWITCHES.<br>FOR ADDITIONAL INFORMATION<br>PLEASE REFER<br>TO THE METHOD OF OPERATION.<br>DELIVERY: 30 DAYS ARO                                       |                 |      |               |            |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------|---------------|------------|
| LINE#                                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                     | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00008                                            | COMM CODE: 206-64-077626<br>[COMPUTER HARDWARE AND<br>PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>WIRELESS APPLIANCES SUCH AS:<br>ACCESS POINTS; OUTDOOR WIRELESS<br>ACCESS;<br>WIRELESS LAN CONTROLLERS;<br>WIRELESS LAN<br>NETWORK SERVICES & MANAGEMENT;<br>AND CLOUD<br>BASED SERVICES FOR ACCESS<br>POINTS. FOR<br>ADDITIONAL INFORMATION PLEASE<br>REFER TO<br>THE METHOD OF OPERATION.<br>DELIVERY: 30 DAYS ARO | 1.000           | EA   | NET           | N/A        |
| Vendor: CISCO SYSTEMS INC Contract Number: 87720 |                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |      |               |            |
| LINE#                                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                     | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00001                                            | COMM CODE: 920-37-077634<br>[DATA PROCESSING, COMPUTER,<br>PROGRAMMING, ...]<br><br>ITEM DESCRIPTION:<br>DATA CENTER APPLICATIONS SUCH<br>AS:<br>VIRTUALIZED LOAD BALANCERS AND<br>WAN OPTIMIZATION APPLIANCES.<br>FOR FURTHER INFORMATION<br>REGARDING<br>PRODUCTS INCLUDED UNDER THIS<br>PRICE<br>LINE PLEASE REFER TO THE METHOD<br>OF<br>OPERATION.<br>DELIVERY: 30 DAYS ARO                                           | 1.000           | EA   | NET           | N/A        |
| LINE#                                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                     | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00002                                            | COMM CODE: 206-64-077631<br>[COMPUTER HARDWARE AND<br>PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>NETWORKING SOFTWARE SUCH AS:<br>NETWORK MANAGEMENT &<br>AUTOMATION;<br>DATA CENTER MANAGEMENT &<br>AUTOMATION;<br>CLOUD PORTAL & AUTOMATION; AND<br>BRANCH OFFICE MANAGEMENT &<br>AUTOMATION.<br>FOR ADDITIONAL INFORMATION<br>PLEASE REFER<br>TO THE METHOD OF OPERATION.<br>DELIVERY: 30 DAYS ARO                  | 1.000           | EA   | NET           | N/A        |
| LINE#                                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                     | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00003                                            |                                                                                                                                                                                                                                                                                                                                                                                                                            | 1.000           | EA   | NET           | N/A        |

|       | COMM CODE: 206-64-077632<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>NETWORK OPTIMIZATION & ACCELERATION:<br>DYNAMIC LOAD BALANCING;<br>WAN ACCELERATION; AND<br>HIGH AVAILABILITY & REDUNDANCY.<br>FOR ADDITIONAL INFORMATION<br>PLEASE REFER<br>TO THE METHOD OF OPERATION.<br>DELIVERY: 30 DAYS ARO                                                                                                                                          |                 |      |               |            |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------|---------------|------------|
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                                                                        | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00004 | COMM CODE: 206-64-077633<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>OPTICAL NETWORKING PRODUCTS<br>SUCH AS:<br>CORE DENSE WAVELENGTH DIVISION<br>MULTIPLEXING SWITCHES;EDGE<br>OPTICAL<br>SWITCHES; OPTICAL NETWORK<br>MANAGEMENT;<br>AND IP OVER DWDM.<br>DELIVERY: 30 DAYS ARO                                                                                                                                                               | 1.000           | EA   | NET           | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                                                                        | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00005 | COMM CODE: 206-64-077584<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>ROUTERS:<br>BRANCH ROUTERS;<br>NETWORK EDGE ROUTERS;<br>CORE ROUTERS;<br>SERVICE AGGREGATION ROUTERS;<br>AND<br>CARRIER ETHERNET ROUTERS.<br>PLEASE REFER TO THE METHOD OF<br>OPERATION<br>FOR ADDITIONAL INFORMATION.<br>DELIVERY: 30 DAYS ARO                                                                                                                            | 1.000           | EA   | NET           | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                                                                        | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00006 | COMM CODE: 206-64-077627<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>SECURITY PRODUCTS SUCH AS:<br>DATA CENTER & VIRTUALIZATION<br>SECURITY<br>PRODUCTS AND APPLIANCES;<br>INTRUSION<br>DETECTION/PROTECTION & FIREWALL<br>APPLIANCES; LOGGING APPLIANCES &<br>ANALYSIS TOOLS; SECURE EDGE &<br>BRANCH<br>INTEGRATED SECURITY PRODUCTS;<br>SECURE<br>MOBILITY PRODUCTS; ENCRYPTION<br>APPLIANCES<br>AND SECURE ACCESS.<br>DELIVERY: 30 DAYS ARO | 1.000           | EA   | NET           | N/A        |
| LINE# | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                                                                        | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00007 | COMM CODE: 206-64-087259<br>[COMPUTER HARDWARE AND PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>STORAGE AREA NETWORKING<br>DEVICES SUCH AS<br>DIRECTOR CLASS SAN SWITCHES &<br>MODULES;                                                                                                                                                                                                                                                                                    | 1.000           | EA   | NET           | N/A        |



|                                  | FABRIC & BLADE SERVER SWITCHES;<br>ENTERPRISE & DATA CENTER SAN &<br>VSAN<br>MANAGEMENT; AND SAN<br>OPTIMIZATION, FOR<br>ADDITIONAL INFORMATION PLEASE<br>REFER TO<br>THE METHOD OF OPERATION.<br>DELIVERY: 30 DAYS ARO                                                                                                                                                                                                                    |                 |      |               |            |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------|---------------|------------|
| LINE#                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                                     | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00008                            | COMM CODE: 206-64-077625<br>[COMPUTER HARDWARE AND<br>PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>SWITCHES SUCH AS: LAN ACCESS<br>SWITCHES;<br>LAN CORE SWITCHES; DATA CENTER<br>SWITCHES;<br>SOFTWARE DEFINED NETWORKS<br>VIRTUALIZED<br>SWITCHES; CARRIER AGGREGATION<br>SWITCHES;<br>AND CARRIER ETHERNET ACCESS<br>SWITCHES.<br>FOR ADDITIONAL INFORMATION<br>PLEASE REFER<br>TO THE METHOD OF OPERATION.<br>DELIVERY: 30 DAYS ARO | 1.000           | EA   | NET           | N/A        |
| LINE#                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                                     | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00009                            | COMM CODE: 206-64-077626<br>[COMPUTER HARDWARE AND<br>PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>WIRELESS APPLIANCES SUCH AS:<br>ACCESS POINTS; OUTDOOR WIRELESS<br>ACCESS;<br>WIRELESS LAN CONTROLLERS;<br>WIRELESS LAN<br>NETWORK SERVICES & MANAGEMENT;<br>AND CLOUD<br>BASED SERVICES FOR ACCESS<br>POINTS. FOR<br>ADDITIONAL INFORMATION PLEASE<br>REFER TO<br>THE METHOD OF OPERATION.<br>DELIVERY: 30 DAYS ARO                 | 1.000           | EA   | NET           | N/A        |
| LINE#                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                                     | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00010                            | COMM CODE: 209-28-087258<br>[COMPUTER SOFTWARE FOR<br>MAINFRAMES AND...]<br><br>ITEM DESCRIPTION:<br>UNIFIED COMMUNICATIONS SUCH AS:<br>IP TELEPHONY; INSTANT<br>MESSAGING/PRESENCE;<br>UNIFIED MESSAGING; CONTACT<br>CENTER;<br>COMMUNICATION END POINTS &<br>APPLICATIONS;<br>UC NETWORK MANAGEMENT;<br>COLLABORATION;<br>AND COLLABORATIVE VIDEO.<br>DELIVERY: 30 DAYS ARO                                                              | 1.000           | EA   | NET           | N/A        |
| <b>Vendor: DELL MARKETING LP</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |      |               |            |
| <b>Contract Number: 88796</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |      |               |            |
| LINE#                            | DESCRIPTION/MFGR/BRAND                                                                                                                                                                                                                                                                                                                                                                                                                     | EST<br>QUANTITY | UNIT | %<br>DISCOUNT | UNIT PRICE |
| 00001                            | COMM CODE: 206-64-077631<br>[COMPUTER HARDWARE AND<br>PERIPHERALS FOR...]<br><br>ITEM DESCRIPTION:<br>NETWORKING SOFTWARE SUCH AS:<br>NETWORK MANAGEMENT &<br>AUTOMATION;                                                                                                                                                                                                                                                                  | 1.000           | EA   | NET           | N/A        |

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NVP #AR233 (14-19)

Participating Addendum for

NJ #87720

Contract Start Date: 8/29/2014

Contract End Date: 5/31/2019



## Related Links

- [Partner Locator](#)
- [NASPO ValuePoint Website](#)
- [State of New Jersey](#)
- [NASPO ValuePoint Introduction](#)
- [NVP eMarket Center](#)

## Price Lists

- [Cisco NVP DC NJ Price List](#)
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| Minimum Discounts | Ordering Instructions | Contract Highlights | Contract Documents |
|-------------------|-----------------------|---------------------|--------------------|
|-------------------|-----------------------|---------------------|--------------------|

Product Discount: 35%

Service Discount:

| Cisco SMARTnet           | Discount % (Government) | Discount % (Education) |
|--------------------------|-------------------------|------------------------|
| 1-Year Contract          | 10%                     | 25%                    |
| 3-Year Prepaid Contract* | 17%                     | 28%                    |
| 5-Year Prepaid Contract* | 21%                     | 30%                    |

Technical/Maintenance Services (Not Under SMARTnet Program) 10%

Training/Learning Credits 0%

Advanced Services (Non-SOW Based) 0%

| Partner Services                            | Onsite NTE Amount/Hour* | Remote NTE Amount/Hour* |
|---------------------------------------------|-------------------------|-------------------------|
| Maintenance Services                        | \$600.00                | \$525.00                |
| Professional Services - Deployment Services | \$743.17                | \$661.17                |
| Consulting/Advisory Services                | \$743.18                | \$661.18                |
| Architectural Design Services               | \$743.19                | \$661.19                |
| Statement of Work Services                  | \$743.20                | \$661.20                |
| Partner Services                            | \$600.00                | \$525.00                |
| Training Deployment Services                | \$600.00                | \$525.00                |

\*Onsite NTE Amount/Hour: Customer Premise Labor Rates Not To Exceed Hourly

\*Remote NTE Amount/Hour: Vendor Premise Labor Rates Not To Exceed Hourly

NOTE: The hourly rates provided for Cisco Services are Not-To-Exceed (NTE) rates. Individual hours, or blocks of hours, may not be purchased separately. Cisco will use these rates to determine the total fixed price of a customer-approved Statement of Work (SOW) with specific deliverables. For "Partner Services", please contact the authorized resellers directly for their rates. They are authorized to only provide Basic Installation and Configuration services (i.e. rack and stack work, installation of purchased

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319  
20-21

| LEGAL COMPANY NAME &<br>PRIMARY BUSINESS ADDRESS                                                                                                                                                                            | PARTNER CONTACT<br>INFORMATION                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bridgewater, NJ 08807<br>Phone: 908-566-0906<br>Fax: 908-566-0901<br>Federal ID #20-3873764                                                                                                                                 | P.O.Box 7744119, 4410 Solutions Center<br>Chicago, IL 60677<br><br><b>CUSTOMER ORDERS:</b><br>Cyndi Frederick<br>750 Route 202, Suite 420<br>Bridgewater, NJ 08807<br>Phone: 908-566-0923<br><b>Cust Srvc/ESCALATIONS:</b><br>Michele Kramer<br>Phone: 908-566-0906                                                                        |
| Dimension Data North America, Inc.<br>499 Thornall Street 3rd Floor<br>Edison, NJ 08837<br>Phone: 732-452-5237<br>Fax: 732-452-5202<br>Federal ID #13-2554344                                                               | <b>REMIT-TO:</b><br>Sinead Golding<br>Credit Specialist<br>11006 Rushmore Drive Ste. 300<br>Suite 1010<br>Charlotte, NC 28277<br><br><b>CUSTOMER ORDERS:</b><br>Vincent Pisciotta<br>499 Thornall Street 3rd Floor<br>Edison, NJ 08837<br>Phone: 732-452-5238<br><b>Cust Srvc/ESCALATIONS:</b><br>Vincent Pisciotta<br>Phone: 732-452-5238 |
| DynTek Services, Inc.<br>4440 Von Karman, Suite 200<br>Newport Beach, CA 92660<br>Phone: 949-271-6700<br>Fax: 914-271-6794<br>Federal ID #13-4067484                                                                        | <b>REMIT-TO:</b><br>Steven Nguyen<br>P.O. Box 677005<br>Dallas, TX 75267<br>Phone: 949-271-6777<br><br><b>CUSTOMER ORDERS:</b><br>Loretta Kushner<br>1120 Route 73, Suite 100<br>Mount Laurel, NJ 08054<br>Phone: 856-834-1130<br><b>Cust Srvc/ESCALATIONS:</b><br>Loretta Kushner<br>Phone: 856-834-1130                                  |
| ePlus Technology, Inc. *<br>13595 Dulles Technology Drive<br>Herndon, VA 20171-3413<br>Phone: 703-984-8400<br>Toll Free: 888-482-1122<br>Fax: 703-984-8600<br>Federal ID #54-1904151<br><br>*Authorized Sourcefire Reseller | <b>REMIT-TO:</b><br>Norman Librea<br>13595 Dulles Technology Drive<br>Herndon, VA 20171-3413<br>Phone: 703-984-8144<br><br><b>CUSTOMER ORDERS:</b><br>Marissa Pierce<br>642 Newtown Yardley Rd<br>Newtown, PA 18940<br>Phone: 609-528-8919<br><b>Cust Srvc/ESCALATIONS:</b><br>Ken Ogborn<br>Phone: 609-528-8920                           |
| High Point Solutions<br>5 Gail Court<br>Sparta, NJ 07871<br>Phone: 973-940-0040<br>Fax: 973-940-0041<br>Federal ID #22-3462774                                                                                              | <b>REMIT-TO:</b><br>Nancy Thompson<br>5 Gail Court<br>Sparta, NJ 07871<br>Phone: 973-940-6542<br><br><b>CUSTOMER ORDERS:</b><br>Dennis Dority<br>5 Gail Court<br>Sparta, NJ 07871<br>Phone: 973-940-6529<br><b>Cust Srvc/ESCALATIONS:</b><br>Nicole Fleischman<br>Phone: 973-940-6573                                                      |
| Millennium Communications Group, Inc.<br>11 Melanie Lane, Unit 13<br>East Hanover, NJ 07936<br>Phone: 973-603-1313                                                                                                          | <b>REMIT-TO:</b><br>Julie Basil<br>11 Melanie Lane, Unit 13<br>East Hanover, NJ 07936                                                                                                                                                                                                                                                      |

| LEGAL COMPANY NAME &<br>PRIMARY BUSINESS ADDRESS                                                                                                                                                          | PARTNER CONTACT<br>INFORMATION                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Toll Free: 800-677-1919<br>Fax: 973-503-0111<br>Federal ID #22-3379133                                                                                                                                    | Phone: 973-929-2505<br><br><b>CUSTOMER ORDERS:</b><br>Pragnesh Amin<br>11 Melanie Lane, Unit 13<br>East Hanover, NJ 07936<br>Phone: 973-929-2543<br><b>Cust Srvc/ESCALATIONS:</b><br>Pragnesh Amin<br>Phone: 973-929-2543                                                                               |
| NWN Corporation<br>11931 Foundation Place, Ste. 250<br>Gold River, CA 95670<br>Phone: 916-637-2135<br>Toll Free: 800-660-0430<br>Fax: 916-596-4800<br>Federal ID #04-3532235                              | <b>REMIT-TO:</b><br>NWN Corporation<br>Dept. 34611, P.O. Box 3900<br>San Francisco, CA 94139<br><br><b>CUSTOMER ORDERS:</b><br>Jackie Bohn<br>303 Fellowship Drive, #110<br>Mt. Laurel, NJ 08054<br>Phone: 800-533-4190<br><b>Cust Srvc/ESCALATIONS:</b><br>Jackie Bohn<br>Phone: 800-533-4190          |
| Presidio Networked Solutions Group, LLC *<br>One Penn Plaza Suite 2832<br>New York, NY 10119<br>Phone: 781-638-2200<br>Fax: 781-970-1403<br>Federal ID #58-1667655<br><br>*Authorized Sourcefire Reseller | <b>REMIT-TO:</b><br>P.O. Box 822169<br>Philadelphia, PA 19182-2169<br><br><b>CUSTOMER ORDERS:</b><br>Mike McNeil<br>10 Sixth Rd<br>Woburn, MA 01801<br>Phone: 781-638-2328<br><b>Cust Srvc/ESCALATIONS:</b><br>Mike McNeil<br>Phone: 781-638-2328                                                       |
| Promedia Technology Services, Inc.<br>535 US Highway 46<br>East Little Falls, NJ 07424<br>Phone: 973-253-7600<br>Fax: 973-253-5801<br>Federal ID #22-3167066                                              | <b>REMIT-TO:</b><br>535 US Highway 46<br>East Little Falls, NJ 07424<br>Phone: 973-253-7600<br><br><b>CUSTOMER ORDERS:</b><br>Vanita Bhagat<br>535 US Highway 46<br>East Little Falls, NJ 07424<br>Phone: 973-253-7600<br><b>Cust Srvc/ESCALATIONS:</b><br>Vanita Bhagat<br>Phone: 973-253-7600         |
| SHI International Corp<br>290 Davidson Avenue<br>Somerset, NJ 08873<br>Phone: 732-868-6286<br>Toll Free: 888-764-8888<br>Fax: 732-652-6607<br>Federal ID #22-3009648                                      | <b>REMIT-TO:</b><br>SHI International Inc<br>P.O. Box 952121<br>Dallas, TX 75395<br>Phone: 502-254-9964<br><br><b>CUSTOMER ORDERS:</b><br>Jennifer Huseh<br>290 Davidson Avenue,<br>Somerset, NJ 08873<br>Phone: 732-868-6286<br><b>Cust Srvc/ESCALATIONS:</b><br>Jennifer Huseh<br>Phone: 732-868-6286 |

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0183218



**MILLENNIUM**  
COMMUNICATIONS GROUP INC.

**Managed Services**  
Block Hour Contract

March 12<sup>th</sup> 2018

Robert Baker  
City of Jersey City Public Safety  
75 Bishop Street  
Jersey City, NJ 07304

**Re: Millennium Managed Services - Yearly Block Hour Contract**

Dear Mr. Baker:

We present to the City of Jersey City Public Safety with a Millennium Managed Service Block Hour Contract. The below services will be done under the NJ WSCA contract #87720

## PRICING

| Service Option      | Contract Price      |
|---------------------|---------------------|
| 48 hours (yearly)*  | \$8,160 per year**  |
| 96 hours (yearly)*  | \$14,880 per year** |
| 144 hours (yearly)* | \$24,480 per year** |

## FEATURES

- Access to client portal to keep track of ticket and time used
- Ability to open trouble tickets via Email, Phone, or Client Portal (support@millenniuminc.com)
- To be used for Moves, Adds, and Changes (MACs) and Break/Fix

### Service Level Agreement (SLA)

1. 4 Hour Remote Response during normal business hours; Minimum 1 hour at time of service
2. NBD On-site Response during normal business hours; Minimum 4 hours at time of service
3. Emergency / After Hour support will be deducted from block hour at 1.5x rate; Minimum 4 hours at time of service
4. Normal business hours: Monday - Friday, 8am - 5pm

Minimum service period of twelve (12) months from acceptance.

\* Unused time will not be carried forward into the following year. The overage billing rate is \$170 per hour.

\*\* To be invoiced up front at the acceptance of the service.

Materials will be charged at 20% over cost if used any



0183218  
**MILLENNIUM**  
COMMUNICATIONS GROUP INC.

**Managed Services**  
Block Hour Contract

The following list of equipment / application is incorporated into your Millennium Managed Services agreement:

Cisco LAN

Genetec Physical Security

\*\* Outside Plant Fiber is not covered by this contract.

Notes

- This Contract does not include union labor. If needed, prevailing wage, second shift, and holiday rates will apply.
- It is **STRONGLY** recommended that the Customer have proper extended support contract from manufacturer in case of product malfunction, and we have to escalate the issue.

If you have any questions or require any further information please do not hesitate to contact me. I can be reached directly at (973)-929-2532 or via e-mail at [kburkhard@millenniuminc.com](mailto:kburkhard@millenniuminc.com). I look forward to a long-standing relationship with you and your organization.

Sincerely,

*Keith P. Burkhard*

Manager, Surveillance & Security

**Standard Terms & Conditions**

All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 30 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event

Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of 1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature

Print Name

Title

Date

Please fax to (973) 503- 0111.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MILLENNIUM COMMUNICATIONS GROUP INC.

**Trade Name:**

**Address:** 11 MELANIE LANE UNIT 13  
EAST HANOVER, NJ 07936-1100

**Certificate Number:** 0083855

**Effective Date:** July 05, 1995

**Date of Issuance:** April 11, 2018

**For Office Use Only:**

20180411110408079

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Millennium Communications Group, Inc.  
Address : 11 Melanie Lane, Unit 13, East Hanover, NJ 07936  
Telephone No. : (973) 503-1313  
Contact Name : Robert Ritchie, President

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**  
**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan-native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**



Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Millennium Communications Group, Inc.

Address: 11 Melanie Lane, Unit 13, East Hanover, NJ 07936

Telephone No.: (973) 303-1313

Contact Name: Robert Ritchie, President

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Robert Ritchie, President

Representative's Signature: 

Name of Company: Millennium Communications Group, Inc.

Tel. No.: (973) 503-1313

Date: March 13, 2018

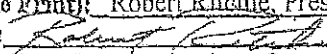
APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Robert Ritchie, President  
Representative's Signature:   
Name of Company: Millennium Communications Group, Inc.  
Tel. No.: (973) 503-1313 Date: March 13, 2018

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Millennium Communications Group, Inc.  
Address : 11 Melanie Lane, Unit 13, East Hanover, NJ 07936  
Telephone No. : (973) 503-1313  
Contact Name : Robert Ritchie, President

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**  
**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan-native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

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**OFFICE OF EQUAL OPPORTUNITY COPY**

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DIVISION OF PURCHASING COPY

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res - 18-392

Agenda No. 10.7.4

Approved: APR 25 2018

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS INC. FOR A MANAGED BLOCK OF HOURS CONTRACT FOR NETWORK INTEGRATION SERVICES UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-17 URBAN AREA SECURITY INITIATIVE GRANT (UASI)**

## **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, a service block of hours are needed to integrate, maintain and manage LAN and WAN switches, emergency phones and video surveillance equipment throughout various OEM locations which include 715 Summit Avenue, OEM HLS mobile covert truck, Porete, Troy Street, Boonton Reservoir, Rt. 21, Great Notch, Seaview, Riverside Park, Jersey City City Hall, Command Truck, Central Avenue switches, Marin Collection Point, Bayside Collection Point; and

**WHEREAS**, N.J.S.A. 52:34-10.6 (c) authorizes the City of Jersey City ("City") to purchase equipment and/or services paid for or reimbursed by Federal funds awarded by the United States Department of Homeland Security without public bidding if the contractor either (1) is a holder of a current State Contract for the equipment, or (2) is participating in a Federal Procurement Program established by a Federal Department or agency, or (3) has been approved by the State Treasurer in consultation with the New Jersey Domestic Security Preparedness Task Force; and

**WHEREAS**, Millennium Communications Inc., 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 is participating in a Federal Procurement Program by a Federal Department or Agency and is the holder of General Services Administration Contract Schedule 70, Contract GS-35F-0220R, Information Technology Services; and

**WHEREAS**, Millennium Communications Inc., submitted a quote in the total amount of twenty nine thousand, one hundred sixty nine dollars and eighty cents (\$29,169.80) for Network Integration Services for the Office of Emergency Management; and

**WHEREAS**, the City's Purchasing Agent has certified that he considers said quotation to be fair and reasonable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

- I. Pursuant to N.J.S.A. 52:34-10.6 (c), a contract is awarded to Millennium Communications Inc., 11 Melanie Lane, Unit 13, East Hanover, New Jersey 07936 the holder of GSA Contract GS-35F-0220R, in the amount of \$29,169.80 for Network Integration Services.
- II. The term of the contract will be completed upon delivery of goods and services.
- III. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)

City Clerk File No. Res. 18-392Agenda No. 10.Z.4TITLE: APR 25 2018

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS INC.  
FOR A MANAGED BLOCK OF HOURS CONTRACT FOR NETWORK INTEGRATION SERVICES UNDER  
GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY  
FUNDED THROUGH FY-17 URBAN AREA SECURITY INITIATIVE GRANT (UASI)**

I, Donna Mauer, Donna Mauer, as Chief financial Officer, hereby certify that these funds  
are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

Grant Account  
02-213-40-772-314

P.O.#  
128876

Total Contract  
\$29,169.80

Approved: Peter Folgado, Director of Purchasing,  
QPA, RPPO

April 13, 2018  
Date

PF/pv/RR  
4/13/18

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: Donna Mauer

Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>4.25.18</u> |     |     |      |               |     |     |      |                |        |     |      |
|--------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                          | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY                                                 | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓      |     |      |
| PRINZ-AREY                                             | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMANN     | ABSENT |     |      |
| BOGGIANO                                               | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

R.R.  
4-16-18

**RESOLUTION FACT SHEET**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO MILLENNIUM COMMUNICATIONS FOR A MANAGED BLOCK OF HOURS CONTRACT FOR NETWORK INTEGRATION SERVICES UNDER GSA CONTRACT FOR THE OFFICE OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY FUNDED THROUGH FY-17 URBAN AREA SECURITY INITIATIVE GRANT (UASI)**

**Initiator**

|                     |               |                    |
|---------------------|---------------|--------------------|
| Department/Division | PUBLIC SAFETY | OEM                |
| Name/Title          | WALTER KIERCE | DIRECTOR           |
| Phone/email         | 201.547.5681  | WKierce@NJJCPS.ORG |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

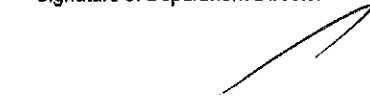
**Resolution Purpose**

a service block of hours are needed to integrate, maintain and manage LAN and WAN switches, emergency phones and video surveillance equipment throughout various OEM locations which include 715 Summit Avenue, OEM HLS mobile covert truck, Porete, Troy Street, Boonton Reservoir, Rt. 21, Great Notch, Seaview, Riverside Park, Jersey City Town Hall, Command Truck, Central Avenue switches, Marin Collection Point, Bayside Collection Point

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

4/11/18  
Date

  
Peter Folgado, Director of Purchasing  
RPPO, QPA

4/13/18  
Date





**MILLENNIUM**  
COMMUNICATIONS GROUP INC.

**Managed Services**  
Block Hour Contract

April 9<sup>th</sup>, 2018

W. Greg Kierce, Director  
City of Jersey City  
Office of Emergency Management & Homeland Security

*Re: Millennium Managed Services - Yearly Block Hour Contract*

Dear Director Kierce:

We present Jersey City Office of Emergency Management with a Millennium Managed Service Block Hour Contract. This contract will not exceed total amount of \$29,169.80

## PRICING

|                                         |                        |
|-----------------------------------------|------------------------|
| 220 hours (yearly)* (GSA Rate \$132.59) | \$29,169.80 per year** |
|-----------------------------------------|------------------------|

- Millennium GSA Contract GSA# GS-35F-0220R (Network Integrator / \$132.59 / hour)

## FEATURES

- Access to client portal to keep track of ticket and time used
- Ability to open trouble tickets via Email, Phone, or Client Portal
- To be used for Moves, Adds, and Changes (MACs) and Break/Fix

### Service Level Agreement (SLA)

1. 4 Hour Remote Response during normal business hours; Minimum 1 hour at time of service
2. NBD On-site Response during normal business hours; Minimum 4 hours at time of service
3. Emergency / After Hour support will be deducted from block hour at 1.5x rate; Minimum 4 hours at time of service
4. Normal business hours: Monday - Friday, 8am - 5pm

*Minimum service period of twelve (12) months from acceptance.*

*\* Unused time will not be carried forward into the following month year. The overage billing rate is \$132.59 per hour.*

*\*\* To be invoiced up front at the acceptance of the service.*



**MILLENNIUM**  
COMMUNICATIONS GROUP INC.

**Managed Services**  
Block Hour Contract

The following list of equipment / application is incorporated into your Millennium Managed Services agreement:

- Cisco LAN & WAN Switches
- Genetec Physical Security

**Customer Sites Covered:**

Jersey City Office of Emergency Management & Homeland Security 715 Summit Ave, Porete, Troy Street, Boonton Reservoir, Rt. 21, Great Notch, Seaview, Riverside Park, Jersey City Town Hall, Command Truck, Central Ave Switches, Marin Collection Point, Bayside Collection Point, and Emergency Phones & Equipment.

Notes

- This Contract does not include union labor. If needed, prevailing wage, second shift, and holiday rates will apply.
- It is **STRONGLY** recommended that the Customer have proper extended support contract from manufacturer in case of product malfunction, and we have to escalate the issue.

If you have any questions or require any further information please do not hesitate to contact me. I can be reached directly at (973)-929-2540 or via e-mail at britchie@millenniuminc.com. I look forward to a long-standing relationship with you and your organization.

Sincerely,

*Robert Ritchie*  
President



**MILLENNIUM**  
COMMUNICATIONS GROUP INC.

**Managed Services**  
Block Hour Contract

### **Standard Terms & Conditions**

All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.


This estimate is valid for 30 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner will carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event

Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of 1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

### Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

|                                                                                     |            |          |        |
|-------------------------------------------------------------------------------------|------------|----------|--------|
|  | W KIERCE   | DIRECTOR | 4/9/18 |
| Signature                                                                           | Print Name | Title    | Date   |

Please fax to (973) 503- 0111.



APPROVED

FY-17  




## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MILLENNIUM COMMUNICATIONS GROUP INC.

**Trade Name:**

**Address:** 11 MELANIE LANE UNIT 13  
EAST HANOVER, NJ 07936-1100

**Certificate Number:** 0083855

**Effective Date:** July 05, 1995

**Date of Issuance:** April 11, 2018

**For Office Use Only:**

20180411110408079

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavarro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II – Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership      ☐ Corporation      ☐ Sole Proprietorship      ☒ Subchapter S Corporation  
☐ Limited Partnership      ☐ Limited Liability Corporation      ☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                                    |
|------------------------------|-------------------------------------------------|
| Robert Ritchie               | 20 Gilbert Place, West Orange, NJ 07052         |
| Ronald Cassel                | 104 Elmwood Road, Verona, NJ 07044              |
| Kenneth McLaughlin           | 15 Woodland Avenue, Mountain Lakes, NJ 07046    |
| J. Fletcher Creamer, Jr.     | 682 Laurel Lane, Wyckoff, NJ 07481              |
| Glenn Creamer                | 175 Chestnut Ridge Road, Saddle River, NJ 07458 |
| Dale Creamer                 | 426 Airmont Avenue, Ramsey, NJ 07446            |
|                              |                                                 |
|                              |                                                 |
|                              |                                                 |
|                              |                                                 |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Millennium Communications Group, Inc.

Signature of Affiant: [Signature] Title: President

Printed Name of Affiant: Robert Ritchie Date: March 13, 2018

Subscribed and sworn before me this 13<sup>th</sup> day of  
March, 2018

My Commission expires:

(Witnessed or attested by)

[Signature]  
Carlene Williams

Notary Public of New Jersey  
ID#2201240

My Commission Expires May 29, 2022



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

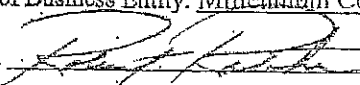
**PART I - Vendor Affirmation:**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Millennium Communications Group, Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Millennium Communications Group, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Millennium Communications Group, Inc.

Signed  Title: President

Print Name: Robert Ritchie Date: March 13, 2018

Subscribed and sworn before me  
this 13th day of March, 2018.  
My Commission expires:

  
(Affiant)

(Print name & title of affiant) / (Corporate Seal)

**Carlene Williams**  
Notary Public of New Jersey  
ID#2201240

My Commission Expires May 29, 2022

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

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OFFICE OF EQUAL OPPORTUNITY COPY



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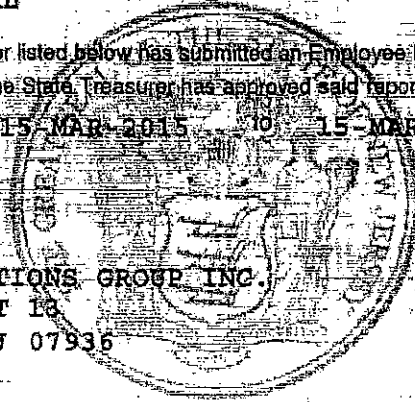
DIVISION OF PURCHASING COPY

Certification 20797

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2015 to 15-MAR-2022

MILLENNIUM COMMUNICATIONS GROUP INC.  
11 MELANIE LANE, UNIT 10  
EAST HANOVER NJ 07936



A handwritten signature in black ink, appearing to read "Andrew F. Sidamon-Eristoff".

Andrew F. Sidamon-Eristoff  
State Treasurer

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability


The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Robert Ritchie, President

Representative's Signature: 

Name of Company: Millennium Communications Group, Inc.

Tel. No.: (973) 503-1313

Date: March 13, 2018

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

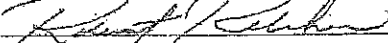
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Robert Ritchie, President

Representative's Signature: 

Name of Company: Millennium Communications Group, Inc.

Tel. No.: (973) 503-1313

Date: March 13, 2018

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-393  
Agenda No. 10.Z.5  
Approved: APR 25 2018  
TITLE:



## **RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO PDS TACTICAL LLC FOR THE ADVANCED TACTICAL TRAINING FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the advanced tactical training is an important element during a crisis situation where innocent lives are on the line and where the skills of first responders are truly a matter of life or death; and

**WHEREAS**, it was necessary to conduct the necessary training immediately to ensure the safety of Police personnel and to ensure that they are available to respond to all emergencies to protect the health, welfare and safety of the City of Jersey City's residents; and

**WHEREAS**, the Police Division had to secure a vendor that possessed the necessary qualifications and that could provide the training immediately. As a result, the Director of the Department of Public Safety notified the Purchasing Agent that an emergency existed; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, funds in the amount of \$20,000.00 are available in the Trust Account.

| Account           | PO #   | Total Contract | Temp Encumbrance |
|-------------------|--------|----------------|------------------|
| 16-290-55-000-800 | 128604 | \$140,000.00   | \$20,000.00      |

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- I. Because of the above stated reasons which are incorporated herein, an emergency contract award to PDS Tactical LLC, 39 Tonetta Lake Way, Brewster, New York 10509 be made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. for emergency training is hereby ratified.
- II. The total cost of the emergency contract is \$140,000.00.
- III. The term of the contract will be completed upon the delivery of the goods or services.
- IV. The Director of the Department of Public Safety shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent.
- V. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 fiscal year permanent budget.

(Continued on page 2)

City Clerk File No. Res. 18-393Agenda No. 10.2.5TITLE: **APR 25 2018****RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO PDS TACTICAL LLC FOR THE  
ADVANCED TACTICAL TRAINING FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

5. The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services.
6. The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer Donna Mauer as Chief Financial Fiscal Officer hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

Approved by:

Peter Folgado, Director of Purchasing  
QPA, RPPO

March 28, 2018

Date

PF/pv  
3/28/18

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: Donna Mauer

Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☒Not Required ☐**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18 |     |     |      |               |     |     |      |               |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN     | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

# RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

## Full Title of Ordinance/Resolution

RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO PDS TACTICAL LLC FOR THE  
ADVANCED TACTICAL TRAINING FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

## Initiator

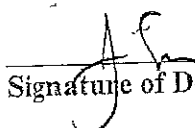
|                     |               |                        |
|---------------------|---------------|------------------------|
| Department/Division | PUBLIC SAFETY | POLICE                 |
| Name/Title          | JAMES SHEA    | PUBLIC SAFETY DIRECTOR |
| Phone/email         | 201-547-4239  | JSHEA@NJJCPS.ORG       |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00.p.m.)

## Resolution Purpose

PROVIDE EMERGENCY SERVICES UNIT (ESU) ANNUAL ADVANCED TACTICAL TRAINING  
FOR FY 2018

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

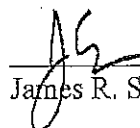
**EMERGENCY  
CERTIFICATION OF JAMES SHEA**

I, James Shea, hereby certify the following:

1. I am the Director of the Department of Public Safety.
2. As the Director, I am responsible for the safety of the citizens of Jersey City.
3. The Administration's recommendation is to award this contract to Tomahawk Defense.
4. The cost of the contract exceeds \$17,500.00.
5. I am requesting that because of the active shooter incident in the State of Florida on February 14, 2018, and the nature of this training, and with the limited training dates available for this training, this contract be awarded as an emergency.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

2/28/18

  
James R. Shea



## PDS Tactical llc

## Price Quote (Training)

DATE: 01/21/2018

39 Tonetta Lake Way  
Brewster, NY, 10509  
845 721 8606

### Price Quote for

Tawana Moody  
Jersey City Police Dept ESU  
15 Linden St E  
Jersey City, NJ 07305

### DESCRIPTION

This price quote is being submitted for purpose of training the Jersey City Police Department Emergency Service Unit. This training will be in line with the accepted National Standards and in line with DCJS standards and procedures for Police Special Operations and advanced tactical training.

- 1) 4 separate (quarterly) specialized training events per year.
  - This will require (3) Three day blocks of instruction - Each 3 day block of instruction will require 6 days of training
  - All ESU personnel will be split into 2 squads Alpha and Bravo, the number of students will be determined by scheduling. The training will be the same for both squads. This will allow ESU personnel to train as a unit and provide uninterrupted specialized service for the Jersey City Police Dept. during the training.
  - Topics to include but not limited to - Ballistic shield tactics, Ballistic Blankets, Rolling Shield, Vehicle Takedowns, Large Venue tactics, Downed Officer / Civilian Rescue, Barricaded subject tactics, Use of Remote technology, Breaching, Hostage rescue, Observation team, Armored Vehicle Rescue, Window Porting, Communication procedures, Recon and Tactical planning Emotionally Disturbed Persons response, De escalation and Negotiation tactics, Less than lethal deployments, Deliberate Searches, De confliction tactics, Dynamic searches, Tactics and Procedure development for JCPDESU, Recommend Equipment for progression of capability.
  - The cost for these 4 (quarterly events) 8 eight deliveries (alpha- bravo ) 3 day blocks / 24 total days of instruction will be \$84,000.00
- 2) Sustainment training 2 days per month ( alpha - Bravo) 8 remaining months 16 classes
  - Sustainment of tactical responsibilities and standards \$56,000.00
- 3) Total cost for training and sustainment \$140,000.00

If you have any questions about this quote, please contact  
Peter Segreti, 845 721 8606, pssrt@aol.com

20,600.00  
Temporary

140,000.00  
contract

Requisition #

0182233

**CITY OF JERSEY CITY**

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

**Requisition**

Assigned PO #

Vendor  
PDS TACTICAL  
39 TONETTA LAKEWAY  
BREWSTER NY 10509

PD430190

Dept. Bill To  
POLICE DEPARTMENT  
1 JOURNAL SQ PLAZA  
4TH FLOOR  
JERSEY CITY

Dept. Ship To  
JCPD/ POLICE FISCAL  
1 JOURNAL SQ PLAZA  
4TH FLOOR  
JERSEY CITY NJ 07306

Contact Info  
TAWANA MOODY  
015474366.

| Quantity | UOM | Description                                         | Account          | Unit Price | Total     |
|----------|-----|-----------------------------------------------------|------------------|------------|-----------|
| 1.00     | EA  | EMERGENCY TRAINING                                  | 1629055000800000 | 20,000.00  | 20,000.00 |
|          |     | EMERGENCY SERVICE UNIT (ADVANCED TACTICAL TRAINING) |                  |            |           |

TEMP ENCUMBRANCE: \$20,000.00

TOTAL CONTRACT: \$140,000.00

P.O. VALID UNTIL 12/31/18

EMERGRESO\_\_\_\_\_, APPROVED\_\_\_\_\_

PARTIAL PAYMENT VOUCHERS

Requisition Total 20,000.00

Req. Date: 01/23/2018

Requested By: MONIQUEB

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** PDS TACTICAL LLC  
**Trade Name:**  
**Address:** 39 TONETTA LAKE WAY  
BREWSTER, NY 10509  
**Certificate Number:** 2195940  
**Effective Date:** January 05, 2018  
**Date of Issuance:** February 02, 2018

**For Office Use Only:**

20180202105043479

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-394  
Agenda No. 10.Z.6  
Approved: APR 25 2018  
TITLE:



## RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO TOMAHAWK DEFENSE, LLC FOR INCIDENT RESPONSE TRAINING COURSE FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

### COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the incident response training is a comprehensive approach to responding to officer-involved shootings (OIS) and other critical officer incidents, with a dual focus on investigation and maintaining officer health; and

**WHEREAS**, it was necessary to conduct the necessary training immediately to ensure the safety of Police personnel and to ensure that they are available to respond to all emergencies to protect the health, welfare and safety of the City of Jersey City's residents; and

**WHEREAS**, the Police Division had to secure a vendor that possessed the necessary qualifications and that could provide the training immediately. As a result, the Director of the Department of Public Safety notified the Purchasing Agent that an emergency existed; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, funds are available for this contract in the Trust Account.

| Account           | PO #   | Total Contract | Temp Encumbrance |
|-------------------|--------|----------------|------------------|
| 16-290-55-000-800 | 128605 | \$200,000.00   | \$50,000.00      |

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- I. Because of the above stated reasons which are incorporated herein, an emergency contract award to Tomahawk Defense LLC, 1225-17th Avenue South, Nashville, Tennessee be made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. for emergency training is hereby ratified.
- II. The total cost of the emergency contract is \$200,000.00.
- III. The term of the contract will be completed upon the delivery of the goods or services.
- IV. The Director of the Department of Public Safety shall reduce to writing his notification to the Purchasing Agent of the emergency and file it with the Purchasing Agent.
- V. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 fiscal year permanent budget.

(Continued on page 2)

City Clerk File No. Res. 18-394Agenda No. 10.Z.6TITLE: APR 25 2018**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO TOMAHAWK DEFENSE, LLC FOR INCIDENT RESPONSE TRAINING COURSE FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

5. The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services.
6. The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer Donna Mauer as Chief Financial Fiscal Officer hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

Approved by:

Peter Folgado, Director of Purchasing  
QPA, RPPO

March 28, 2018

Date

PF/pv  
3/28/18

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: R. R. Lavarro

Business Administrator

APPROVED: [Signature]

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18 |     |     |      |               |     |     |      |               |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMANN    | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

## RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### Full Title of Ordinance/Resolution

RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO TOMAHAWK DEFENSE, LLC FOR INCIDENT RESPONSE TRAINING COURSE FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

### Initiator

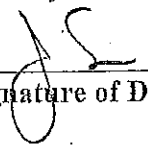
|                     |               |                        |
|---------------------|---------------|------------------------|
| Department/Division | PUBLIC SAFETY | POLICE                 |
| Name/Title          | JAMES SHEA    | PUBLIC SAFETY DIRECTOR |
| Phone/email         | 201-547-4239  | JSHEA@NJJCPS.ORG       |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### Resolution Purpose

ANNUAL INCIDENT RESPONSE EXERCISE FOR THE DEPARTMENT OF POLICE

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

  
Date

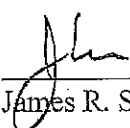
**EMERGENCY  
CERTIFICATION OF JAMES SHEA**

I, James Shea, hereby certify the following:

1. I am the Director of the Department of Public Safety for the City of Jersey City.
2. As the Director, I am responsible for the safety of the citizens of Jersey City and the members of the Police Department.
3. The Administration's recommendation is to award a contract to PDS Tactical, LLC.
4. The cost of the contract exceeds \$17,500.00.
5. I am requesting that because of the active shooter incident in the State of Florida on February 14, 2018, and the nature of this training, and with the limited training dates available for this training, this contract be awarded as an emergency.
6. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal punishment.

Date

2/28/18

  
James R. Shea



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** TOMAHAWK STRATEGIC SOLUTIONS LLC

**Trade Name:**

**Address:** 1230 W ALTGELD STREET  
CHICAGO, IL 60614

**Certificate Number:** 1942571

**Effective Date:** March 31, 2015

**Date of Issuance:** February 02, 2018

**For Office Use Only:**

20180202105113211





**TOMAHAWK**  
STRATEGIC SOLUTIONS

*Presents:*

## **Incident Response Exercise**

### **Objectives and Standards**

Tomahawk Headquarters

1225 17<sup>th</sup> Avenue South, Nashville, TN. 37212 | t: (615) 431-3700 | [www.tomahawkss.com](http://www.tomahawkss.com)

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## CONFIDENTIAL

*This document has been distributed to you on a confidential basis. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a business relationship with Tomahawk Strategic Solutions.*

## Overview:

Incident response exercises provide a safe and controlled environment for providing realistic scenario-based training to organizations and first responders. Simulating real-life emergency and incident responses provide hands-on training to prepare employees and first responders for a wide range of potential events. During these exercises, safety is the utmost priority. The safe and successful execution of an incident response requires careful planning and the use of numerous safety controls during the event. The standards employed by Tomahawk are based on thousands of hours of training and real-life experience that enables us to provide the safest and best training experience possible.

## Objectives:

- A. Proper venue
- B. Information for participants prior to IR
- C. Establish objectives of the IR
- D. Identify boundaries
- E. Simunitions
- F. Role players
- G. Law enforcement and emergency services roles
- H. Personal protective equipment
- I. Establish inspection area
- J. Create safe zone

### A. Proper venue

Selecting the proper venue for conducting an incident response is a key aspect of a successful exercise. The goal of an incident response is to prepare employees and first responders for real-life emergencies. Thus, the most successful and beneficial exercises are those conducted in the audience's actual working environment. Conducting an incident response in the workplace allows both employees and first responders to familiarize themselves with the facilities and procedures employed during real-world emergencies. Furthermore, training within a company's workplace will reveal any weaknesses in existing protocols and procedures. The proper training venue ultimately determines how successful and impactful the exercise will be.

## **B. Information for participants prior to IR**

Conducting a safe and successful incident response requires that all participants are well informed about what to expect before the start of any exercise. Detailed information will be provided to audience members and first responders prior to the start of any incident response exercise. The information provided includes details about the training objectives, participant expectations, and guidelines as to what should and should not be brought into the training environment. Participants will be given all the information necessary to conduct a safe and successful incident response without revealing the specific details about each scenario and compromising the integrity of the exercise.

## **C. Establish objectives of Incident Response**

A successful incident response relies on clearly set and agreed upon goals. After in-depth consultation with companies and first responders, specific training objectives will be established. These objectives serve to direct the training and ensure participants receive the instruction and experience necessary to face real-life threats. Training objectives are specific and established with each unique organization's needs in mind. Each organization's strengths, weaknesses, and limitations are considered when establishing training objectives and developing incident response scenarios.

## **D. Identify boundaries**

Establishing boundaries around the exercise area is critical in ensuring safe and successful training. Out of play areas will be carefully marked with caution tape to ensure the careful control of the designated training area and to protect any out of play regions. Designating specific entry and exit points to the designated training area ensures strong safety controls on what objects are brought into the exercise. Two layers of verification are used to ensure that no harmful or lethal objects are accidentally brought into the training area and used during the incident response.

## **E. Simunitions**

Incident response exercises are designed to model real-life emergency events. The use of Simunitions—simulation firearms—is crucial in preparing both employees and first responders for real-life emergencies. The use of Simunitions allows participants to train in high stress environments and learn how to manage fear during emergencies. All Simunition weapons and accessories used during incident response exercises are loaded with blank cartridges. No actual projectile is fired during these exercises.

Simunition weapons and accessories are clearly marked and/or identifiable. Simunition guns are marked in blue and manufactured to make it impossible to use live ammunition. Additionally, the Simunition magazines Tomahawk utilizes are translucent, allowing instructors to ensure only Simunition blanks are being used. All Simunition weapons and accessories used during incident

response exercise go through two checks by two different instructors to ensure no live ammunition or weapons are brought into the training area—we apply redundancy in ALL safety aspects during our training events.

#### **F. Role players**

Role players are central to an incident response exercise. Role players are closely monitored and directed by Tomahawk instructors to ensure they behave and respond appropriately during each scenario. Role players receive in-depth instruction about what to do and what not to do during the training exercises. They are given clear guidance in accordance with the established training objectives for the incident response. While incident responses are designed to be a training tool, they can at times be overwhelming to participants. Therefore, instructors will constantly monitor and check in with all role players to ensure they are willing and able to participate in all stages of the training.

Before beginning the exercises, role players are cleared and checked for any potentially dangerous items. A second set of instructors will use hand-held metal detectors to check for any missed items. Cleared persons are given an armband and moved to a safe zone until the start of the exercise. The use of armbands allows instructors to quickly and easily maintain the exercise parameters. Preventing role players from bringing hazardous items into the exercise is a critical part of keeping role players, first responders, and instructors safe.

#### **G. Law Enforcement and Emergency Services Roles**

An incident response is a valuable training opportunity for employees and local law enforcement, fire, and medical personnel. First responders have the opportunity to receive valuable training while learning about the specific protocols, procedures, and floor plans of a local business or venue. This training promotes a closer relationship between company security personnel and first responders. Additionally, this training familiarizes all personnel with the environment, allowing for more timely and effective responses. Having established relationships and procedures with first responders allows faster access, maneuvering, and response during emergencies.

Building incident response exercises with local companies in mind allow for more complete and realistic training opportunities. Having local companies or venues participate in an incident response benefits both the company and the community, and better prepares all parties to handle a real-life emergency. The involvement of local employees allows them to learn how and what to communicate to law enforcement, and how to safely react to their presence.



## **H. Personal Protective Equipment**

Participant's safety is of the utmost importance during an incident response scenario. The proper personal protective equipment ensures that all parties involved remain safe and injury free during the training. The use of clear eye protection is required. This protection helps to mitigate any harm due to the Simunition firearms. While no projectiles are fired from Simunition blanks, ejected bullet casings and realistic gunshot noises still require protection. Participants are required to wear protective equipment for the entirety of the scenario. Also, all observers and instructors are required to wear personal protective equipment. Observers will also be issued fluorescent vests to notify trainers, first responders, and role players of their presence. Tomahawk instructors will supply personal protective equipment, and strictly enforce its use for the duration of all training exercises.

## **I. Establish inspection area**

An inspection area is a vital safety measure for all incident response training exercises. The inspection area acts as a staging zone for anyone and everything that enters the scenario area. Only cleared persons and items will be allowed through the inspection area into the exercise. This includes all participants, observers, and media. Strict controls of the people and objects in the training area mitigate risks to all parties involved.

First responders are required to unload and store all live weapons, including firearms, tasers, pepper spray, and knives, before entering the inspection area. Law enforcement officers will be given safe training gear for use during the scenarios. Only magazines issued by the instructors may be used during the exercise. These magazines are translucent and go through two layers of checks to prevent any live ammunition from being brought into the training area.

Before being allowed into the training area, all first responders will be checked with a hand-held metal detector to catch any items that could be perceived as a live weapon and will be given an armband to mark them as safe.

## **J. Create safe zone**

After clearing the inspection area, participants are moved to a safe zone, where they remain until the start of the scenario. Participants will not be allowed to re-enter the safe zone without going back through the inspection area and being checked for any hazardous materials. This safety protocol applies to ALL personnel on site.

Before and during the exercise, instructors will be placed along the perimeter of the training area to prevent anybody or anything from entering the area except through the inspection area. This prevents any unauthorized persons or hazardous objects from being brought into the training area. Creating and maintaining a safe zone is a crucial step in safely conducting incident response training.

## Summary

A mandatory safety brief will be given to all personnel participating, observing, or assisting prior to the start of the incident response training exercise. Instructors closely monitor all scenarios for safety, realism, and promotion of the established training objectives. Instructors will intervene whenever necessary to ensure the training is safe and effective.

After each individual exercise, an after-action review will be held with participants to address the strengths and weaknesses revealed during the scenario. Role players and first responders will oftentimes be given separate after-action reviews to address information specific to each group. A cumulative after-action review will be conducted at the end of the training day.

After the completion of all the training exercises, instructors will collect all issued equipment, and the venue will be cleaned and inspected before being returned to its original status.

## PDS Tactical llc

39 Tonetta Lake Way  
Brewster, NY, 10509  
845 721 8606

## Price Quote (Training)

DATE: 01/21/2018

### Price Quote for

Tawana Moody  
Jersey City Police Dept ESU  
15 Linden St E  
Jersey City, NJ 07305

### DESCRIPTION

This price quote is being submitted for purpose of training the Jersey City Police Department Emergency Service Unit. This training will be in line with the accepted National Standards and in line with DCJS standards and procedures for Police Special Operations and advanced tactical training.

- 1) 4 separate (quarterly) specialized training events per year.
  - This will require (3) Three day blocks of instruction - Each 3 day block of instruction will require 6 days of training
  - All ESU personnel will be split into 2 squads Alpha and Bravo, the number of students will be determined by scheduling. The training will be the same for both squads. This will allow ESU personnel to train as a unit and provide uninterrupted specialized service for the Jersey City Police Dept. during the training.
  - Topics to include but not limited to - Ballistic shield tactics, Ballistic Blankets, Rolling Shield , Vehicle Takedowns, Large Venue tactics, Downed Officer / Civilian Rescue, Barricaded subject tactics, Use of Remote technology, Breaching, Hostage rescue, Observation team , Armored Vehicle Rescue , Window Porting, Communication procedures, Recon and Tactical planning Emotionally Disturbed Persons response, De escalation and Negotiation tactics, Less than lethal deployments , Deliberate Searches , De confliction tactics, Dynamic searches, Tactics and Procedure development for JCPDESU, Recommend Equipment for progression of capability.
  - The cost for these 4 (quarterly events) 8 eight deliveries (alpha- bravo ) 3 day blocks / 24 total days of instruction will be \$84,000.00
- 2) Sustainment training 2 days per month ( alpha - Bravo) 8 remaining months 16 classes
  - Sustainment of tactical responsibilities and standards \$56,000.00
- 3) Total cost for training and sustainment \$140,000.00

If you have any questions about this quote, please contact  
Peter Segreti, 845 721 8606, pssrt@aol.com



Tomahawk Strategic Solutions  
1225 17th Ave S  
Nashville, TN 37212  
admin@tomahawkss.com  
tomahawkss.com

## Estimate



ADDRESS

City of Jersey City  
465 Marin Boulevard  
Jersey City, NJ 07302

| ESTIMATE # | DATE       | EXPIRATION DATE |
|------------|------------|-----------------|
| 1085       | 01/18/2018 | 12/31/2018      |

| ACTIVITY                       | QTY | RATE      | AMOUNT      |
|--------------------------------|-----|-----------|-------------|
| Five Day Tactical Entry Course | 1   | 45,000.00 | 45,000.00   |
| TOTAL                          |     |           | \$45,000.00 |

Accepted By

Accepted Date

Tomahawk Strategic Solutions  
1225 17th Ave S  
Nashville, TN 37212  
admin@tomahawkss.com  
tomahawkss.com

## Estimate



ADDRESS

City of Jersey City  
465 Marin Boulevard  
Jersey City, NJ 07302

| ESTIMATE # | DATE       | EXPIRATION DATE |
|------------|------------|-----------------|
| 1086       | 01/18/2018 | 12/31/2018      |

| ACTIVITY                        | QTY | RATE      | AMOUNT      |
|---------------------------------|-----|-----------|-------------|
| Carbine and Pistol Fundamentals | 1   | 25,000.00 | 25,000.00   |
| TOTAL                           |     |           | \$25,000.00 |

Accepted By

Accepted Date

Tomahawk Strategic Solutions  
1225 17th Ave S  
Nashville, TN 37212  
admin@tomahawkss.com  
tomahawkss.com

## Estimate



ADDRESS

City of Jersey City  
465 Marin Boulevard  
Jersey City, NJ 07302

| ESTIMATE # | DATE       | EXPIRATION DATE |
|------------|------------|-----------------|
| 1087       | 01/18/2018 | 12/31/2018      |

| ACTIVITY                             | QTY | RATE      | AMOUNT      |
|--------------------------------------|-----|-----------|-------------|
| Patrol Officer Tactical Response COI | 1   | 25,000.00 | 25,000.00   |
| TOTAL                                |     |           | \$25,000.00 |

Accepted By

Accepted Date

## EXHIBIT A (Continued)

The contractor or subcontractor agrees to inform its existing or appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to review any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to assure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AAPD (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.gov/divisions/procurement/compliance](http://www.state.nj.gov/divisions/procurement/compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, COAU, EEO Monitoring Program as may be requested by the office from time to time in order to comply with the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, COAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code of N.J.A.C. 17:27.

The undersigned vendor certifies on their company's behalf, knowledge and commitment to comply with

EXHIBIT A  
NJSLA 10:5-3 and N.J.A.C. 17:27  
MANDATORY PUBLIC EMPLOYMENT OPPORTUNITY LAWS AND  
Local Professional Services and General Service Contracts  
(Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of exhibit and

certificates that their company's contract will not be subject to non-response. If said contract is not in compliance with the requirements of N.J.S.A. 10:5-3 and N.J.A.C. 17:27.

Representative's Name Title K. H. [Signature] - CEO

Representative's Signature [Signature]

Name of Company [Signature]

Tel. No. 856-221-7412

Date 5/24/18

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service or benefit of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees it shall be liable by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title/Print: Kathleen J. [unclear] - CIO  
Representative's Signature: [Signature]  
Name of Company: [unclear]  
Tel. No.: 713. [unclear] Date: 06.14.07

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Tomahawk Defense  
Address : 1225 17th Avenue South, Nashville, TN 37212  
Telephone No. : (615) 621-7116  
Contact Name : Keith Walawender

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Tomahawk Defense  
Address: 1225 17th Avenue South, Asheville, TN 37212  
Telephone No.: (757) 621-7116  
Contact Name: Keith Walawender

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Certification 54630

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1, et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUN-2015 to 15-JUN-2022

OMAHAHWK DEFENSE  
1225 17TH AVE., S.  
NASHVILLE

TN 37212

*Ford M. Scudder*

FORD M. SCUDDER  
Acting State Treasurer





STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES  
SHORT FORM STANDING

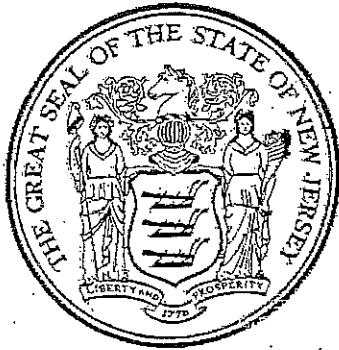
TOMAHAWK DEFENSE LIMITED LIABILITY COMPANY  
0400735819

*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Delaware Foreign Limited Liability Company was registered by this office on March 27, 2015.*

*As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.*

*I further certify that the registered agent and office are:*

CORPORATION SERVICE COMPANY  
PRINCETON SOUTH CORPORATE CTR  
STE 160, 100 CHARLES EWING BLVD  
EWING, NJ 08628



*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal at Trenton, this  
9th day of January, 2018*

Ford M. Scudder  
Acting State Treasurer

Certificate Number : 6085213448

Verify this certificate online at

[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-395

Agenda No. 10-Z-7

Approved: APR 25 2018

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DENNIS J. MCSWEENEY DOG TRAINING LLC FOR MONTHLY K-9 TRAINING AND EVALUATIONS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

### COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the K9 training and re-evaluation of police dogs are needed to ensure that the police dogs maintain and be in accordance with the New Jersey Attorney General's Standards for K-9 qualification requirements of NJ law Enforcement; and

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited two quotes, including one from Dennis McSweeney Dog Training LLC, 272 Seminole Avenue, Absecon, New Jersey 08201 in the total amount of nineteen thousand, two hundred dollars (\$19,200.00); and

**WHEREAS**, the Purchasing Director believes the proposal of Dennis McSweeney Dog Training LLC, attached hereto, to be most advantageous, price and other factors considered; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Director of the Police Division has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

**WHEREAS**, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of \$1,600.00 are available in the Operating Account.

| Account           | PO #   | Total Contract | Temp Encumbrance |
|-------------------|--------|----------------|------------------|
| 01-201-25-240-312 | 128162 | \$19,200.00    | \$1,600.00       |

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. A contract award to Dennis McSweeney Dog Training LLC in the amount of \$19,200.00 for the K9 training and re-evaluation of police dogs is authorized.
2. The term of the contract is one year. However, the contract will terminate sooner if the services are completed prior to the end of the contract term.
3. Upon certification by an official or employee of the City authorized to administer the contract met, the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(Continue on page 2)

TITLE: **APR 25 2018****RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DENNIS J. MCSWEENEY DOG TRAINING LLC FOR MONTHLY K-9 TRAINING AND EVALUATIONS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.
5. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget.

Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$1,600.00 are available in the Operating Account.

| Account           | PO #   | Total Contract | Temp Encumbrance |
|-------------------|--------|----------------|------------------|
| 01-201-25-240-312 | 128162 | \$19,200.00    | \$1,600.00       |

Approved by: \_\_\_\_\_

Peter Folgado, Director of Purchasing  
RPPO, QPA

April 16, 2018

Date

PF/pv/RR  
4/10/18

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: R. Mauer

Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18 |     |     |      |               |     |     |      |                |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓      |     |      |
| PRINZ AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMANN     | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACTUAL AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO DENNIS J. MCSWEENEY DOG TRAINING LLC FOR MONTHLY K-9 TRAINING AND EVALUATIONS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE

**Initiator**

|                     |                                      |                        |
|---------------------|--------------------------------------|------------------------|
| Department/Division | Jersey City Public Safety Department | Police                 |
| Name/Title          | James Shea                           | Public Safety Director |
| Phone/email         | 201547-4239                          | jshea@njcps.org        |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

K-9 Dog Monthly Training

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

3/24/18  
Date

  
Signature of Purchasing Director

4/16/18  
Date


## DETERMINATION OF VALUE CERTIFICATION

I, James Shea, of full age, hereby certify the following:

1. I am the Public Safety Director for the City of Jersey City.
2. The City requires K-9 Training.
3. The City informally solicited quotations for K-9 Training and Evaluations for the Department of Public Safety.
4. The administration's recommendation is to award a contract to Dennis J. McSweeney Dog Training LLC.
6. The cost of the Contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

3/28/18

  
James Shea, Public Safety Director

# CITY OF JERSEY CITY

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

## Requisition

Requisition #

0182406

Assigned PO #

**Vendor**  
DENNIS MCSWEENEY DOG TRAIN, LLC  
272 SEMINOLE AVENUE  
ABSECON NJ 08201

**Dept. Bill To**  
POLICE DEPARTMENT  
1 JOURNAL SQ PLAZA  
4TH FLOOR  
JERSEY CITY

**Dept. Ship To**  
POLICE DEPARTMENT  
1 JOURNAL SQ PLAZA  
4TH FLOOR  
JERSEY CITY NJ 07306

**Contact Info**  
TAWANA MOODY  
015475372.

DE342880

| Quantity | UOM | Description                    | Account          | Unit Price | Total    |
|----------|-----|--------------------------------|------------------|------------|----------|
| 1.00     | EA  | K-9 DOG TRAINING               | 0120125240312061 | 1,600.00   | 1,600.00 |
|          |     | TRAINING SERVICES FOR K-9 DOGS |                  |            |          |

TOTAL CONTRACT: \$19,200.  
TEMP ENCUMBRANCE: \$1,600

CY 2018

PTPRESO\_\_\_\_\_, APPROVED\_\_\_\_\_

PARTIAL PAYMENT VOUCHERS

Requisition Total 1,600.00

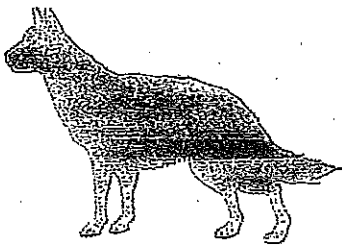
Req. Date: 01/30/2018

Requested By: MRIVERA

Buyer Id:

Approved By: \_\_\_\_\_

**This Is Not A Purchase Order**



Dennis McSweeney Dog Training LLC

272 Seminole Avenue  
Absecon, New Jersey 08201  
(609) - 641 - 1423

DATE: Commencing January 1, 2018; Ending December 31, 2018

Jersey City Fiscal Office

Attention: Tawana

8 Erie St.

Jersey City, NJ 07302

Re: Monthly K9 Team In-Service Training and Reevaluations of JCPD K9 Teams.

I propose to perform monthly in-service training and evaluations for the Jersey City Police Department's K9 teams.

Currently there are 11 teams, 10 of which are dual purpose. Each dog and handler will be evaluated and trained once per month in two phases each: patrol and specialty:

|                                                                                                                                                 |                                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Day 1; Session 1 - Patrol Dogs:</u><br><u>5</u> Patrol dogs and handlers                                                                     | <u>Day 2; Session 1 - Patrol Dogs:</u><br><u>5</u> Patrol dogs and handlers                                                                |
| <u>Day 1; Session 2 - Specialty Dogs:</u><br><u>6</u> Explosive Detector dogs and handlers<br><u>      </u> Narcotic Detector dogs and handlers | <u>Day 2; Session 2 - Specialty Dogs:</u><br><u>4</u> Explosive Detector dogs and handlers<br><u>1</u> Narcotic Detector dogs and handlers |

The purpose of each session of training will be to ensure all JCPD K9 Teams maintain the New Jersey Attorney General's Standards. Additionally, I will be available via telephone to the handlers for questions and answers during each month. Any specific problems brought to my attention by a handler will be corrected at the in-service training session.

Each training session will be documented by the individual handlers, and I will sign off on each report. Evaluations and training will be in accordance with the New Jersey Attorney General's Standards for: "*K-9 Training Standards and Qualification Requirements for New Jersey Law Enforcement issued: December 1992, Revised July 1995, Revised July 2002,*" as detailed below

The cost for each session is \$400.00 (\$800.00 per day; \$1,600.00 per month)

Respectfully,

*Dennis McSweeney*

Dennis J. McSweeney

Attachments: Excerpts from *k-9 Training Standards and Qualification Requirements for New Jersey Law Enforcement*  
issued: December 1992, Revised July 1995, Revised July 2002  
*Curriculum Vitae*

Menu

518-925-7270



## Dog Boot Camp NY

### All breed professional boot camp training!

Our Boot Camp Programs combine obedience training, confidence building exercises, physical conditioning, behavior modification and off-site training to properly train and condition your canine companion. We offer four Dog Boot Camp style programs at Empire K-9 and can customize any program to meet your specific needs.

During Boot Camp we will take the same approach to train your dog as is used to train Service Dogs, Seeing Eye Dogs and Police/ Military Working Dogs. We fully train your dog then transfer your fully trained dog back to you. Our training is conducted in a manner that will allow you, the owner, to effortlessly reinforce the training while at the same time maintaining a leadership status and keeping your dog mentally and physical balanced. This is the key to not only ensuring the training will last the life of your dog but also keep your canine companion happy and healthy. Our training courses are unique in that they not only give you the control needed to navigate various aspects of the human environment with your canine companion but also the communication needed to successfully integrate you canine into your home and establish rules, boundaries and expectations.



Consider our Boot Camp for Dogs/ Boarding with Training if you are going on an extended trip. Instead of boarding your dog at a kennel, let him/her stay with our expert trainer. While you are away, your dog will enjoy obedience training, strength training, confidence building, and a variety of field trips. You will come home to an obedient, happy and balanced canine companion.

### Boot Camp Course Curriculum:



#### Private's Course

This course provides a basic foundation of obedience and communication. All obedience commands are trained on-leash around moderate levels of distraction.

This course is designed to meet the basic needs of the owner by building a foundation of command and control and bridging the communication gap that inherently exists. Basic socialization, physical conditional, manners and confidence building exercises are all part of this course curriculum.

This course is recommended for dogs 6-12 months of age that needs the basic in obedience, socialization and communication.

### Curriculum includes:

 Heeling – Your dog will be at your left side without pulling and will automatically sit when you stop.



- 🐾 **Loose Leash Walking-** Dog will be able to walk freely on leash without pulling. This is used when letting your dog go potty or just enjoying a hike.
- 🐾 **Release Command-** Lets your dog know when they can be free to be a dog and not be focused on you or your commands.
- 🐾 **Down and Stay-** Your dog will lay down on command and hold that position until released.
- 🐾 **Sit and Stay-** Your dog will sit on command and will stay until released.
- 🐾 **Come/ Recall-** Your dog will return to you on command and sit.
- 🐾 **Physical Conditioning-** Your dog will be trained to run on a treadmill so you can exercise him/ her during the cold months in the comfort of your home.
- 🐾 **Pack Socialization-** Your dog will be able to play and socialize with their classmates in between training sessions. (not for aggressive/ reactive dogs)

(Note: All commands for this course are on-leash)

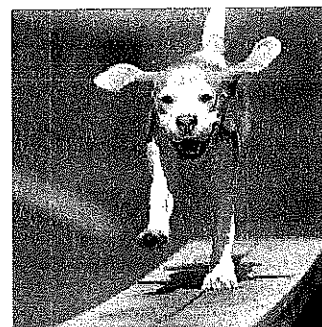
**4 Weeks (\$2100 + tax)**

### Corporals Course

This course provides more advanced foundation of obedience and communication. All obedience commands are trained around high levels of distraction in public settings.

This course is designed to meet the general and advanced needs of the owner by building a foundation of command and control and bridging the communication gap that inherently exists. Socialization, physical conditional, manners/ etiquette and confidence building exercises are all part of this course curriculum. This course includes both advanced off-leash obedience and behavior modification of moderate level behavioral issues as needed.

This course is recommended for dogs 6 months and older that need a mix of basic and advanced training, socialization, confidence building and behavior modification of moderate level behavioral issues.



### 🐾 Curriculum includes:

- 🐾 **Heeling –** Your dog will be at your left side without pulling and will automatically sit when you stop. This is used when walking through a store or down a busy street.
- 🐾 **Loose Leash Walking-** Dog will be able to walk freely on leash without pulling. This is used when letting your dog go potty or just enjoying a hike.
- 🐾 **Release Command-** Lets your dog know when they can be free to be a dog and not be focused on you or your commands.
- 🐾 **Down and Stay-** Your dog will lay down on command and hold that position until released.
- 🐾 **Sit and Stay-** Your dog will sit on command and will stay until released.
- 🐾 **Come/ Recall (off-leash)-** Your dog will return to you, from a distance of 50 yards, and sit.
- 🐾 **Place Command (Bed)-** Your dog will go to the designated are and stay until released.
- 🐾 **Physical Conditioning-** Your dog will be trained to run on a treadmill so you can exercise him/ her during the cold months in the comfort of your home.
- 🐾 **Pack Socialization-** Your dog will be able to play and socialize with their classmates in between training sessions.
- 🐾 **Field-Trips-** Trips to various public setting will be conducting to proof training around higher levels of distraction and help condition you canine to perform in various situations and scenarios. Great for dogs in need of environmental desensitization or learn impulse control.
- 🐾 **Threshold Control;** Control when exiting or entering doorways and/or vehicles
- 🐾 **Obstacle/ Agility Course (seasonal);** Used to build up confidence and add to the level of control
- 🐾 **Behavior Modification:** Address issues of dog/ people reactivity, minor/moderate anxiety, minor/moderate nervousness, general inappropriate behavior.

**8 Weeks (\$3600 + tax)**

### Sergeant's Course

This course provides an advanced foundation of obedience and communication. All obedience commands are trained around high levels of distraction.

This course is designed to meet the general and advanced needs of the owner by building a foundation of command and control and bridging the communication gap that inherently exists. Socialization, physical conditional, manners/ etiquette and confidence building exercises are all part of this course curriculum. This course includes both advanced off-leash obedience and behavior modification of serious behavioral issues.

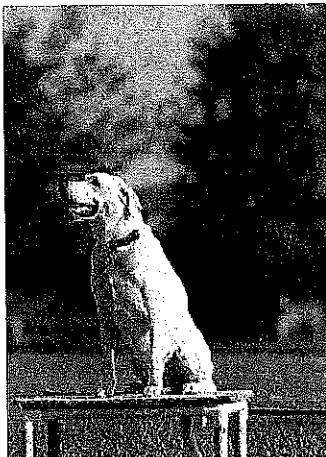
This course is recommended for dogs 6 months and older who need advanced training, socialization, confidence building and behavior modification of severe behavioral issues to include severe anxiety.



### Curriculum includes:

- 🐾 Heeling (off-leash) – Your dog will be at your left side and will automatically sit when you stop.
- 🐾 Loose Leash Walking (off-leash)- Dog will be able to walk freely while staying near you but not next to you. This is used when letting your dog go potty or just enjoying a hike.
- 🐾 Release Command- Lets your dog know when they can be free to be a dog and not be focused on you or your commands.
- 🐾 Down and Stay- Your dog will lay down on command and hold that position until released.
- 🐾 Sit and Stay- Your dog will sit on command and will stay until released.
- 🐾 Come/ Recall (off-leash)- Your dog will return to you, from a distance of 100 yards with distractions, and sit on command.
- 🐾 Place Command (Bed)- Your dog will go to the designated are and stay until released.
- 🐾 Physical Conditioning- Your dog will be trained to run on a treadmill so you can exercise him/ her during the cold months in the comfort of your home.
- 🐾 Pack Socialization- Your dog will be able to play and socialize with their classmates in between training sessions.
- 🐾 Field-Trips- Trips to various public setting will be conducting to proof training around higher levels of distraction and help condition you canine to perform in various situations and scenarios. Great for dogs in need of environmental desensitization or learn impulse control.
- 🐾 Threshold Control; Control when exiting or entering doorways and/or vehicles
- 🐾 Obstacle/ Agility Course (seasonal): Used to build up confidence and add to the level of control
- 🐾 Behavior Modification: Address issues of dog/ people reactiveness, aggression, anxiety, nervousness, inappropriate behaviors, etc.

**12 Weeks (\$5100)**



### Enrollment

Our boot-camp runs from month to month.

We only take in a limited number of dogs for training each month so class is small. We keep owners updated on training with weekly progress reports that include either pictures or short video.

At the completion of training we will do a hands on session so you can see your pup perform all the commands then you'll go hands on and have your pup perform all commands for you. We'll then conduct more scenario based application of the commands to ensure you never have to train your dog again.

All dogs attending training must be up-to-date on vaccinations. These vaccinations include the distemper combination, rabies, and bordetella (kennel cough) vaccines. In addition to the vaccines, all dogs must have a current fecal test (within 30 days). The fecal test must be negative for parasites and giardia before attending. This can be done by taking a fresh sample into your vet office and asking them to do a fecal test for parasites and giardia. All dogs attending training must be on flea/ tick preventative (at-least a week prior to attending) with heart-worm preventative recommended for warm weather months.



A non-refundable 50% deposit is required to reserve a training spot with the remaining balance due upon completion of training. Space is limited and filled on a first come first served basis. Cash, check and credit cards are accepted.

Once the deposit has been placed and your spot reserved, you will be sent a behavioral questionnaire and additional paperwork needed to complete the enrollment process.

**Empire K-9 Inc. provides dog training services to the New York Capital District and beyond.**

|                             |                     |                   |                   |                    |                        |
|-----------------------------|---------------------|-------------------|-------------------|--------------------|------------------------|
| Albany NY,                  | Clarksville NY,     | Feura Bush NY,    | Johnstown NY,     | Petersburgh NY,    | Schenectady NY,        |
| Aitامت NY,                  | Clifton Park NY,    | Fonda NY,         | Knox NY,          | Pattersonville NY, | Schodack Landing NY,   |
| Amsterdam NY,               | Cobleskill NY,      | Fultonville NY,   | Latham NY,        | Perth NY,          | Scotia NY, Selkirk NY, |
| Averill Park NY,            | Coeymans NY,        | Galway NY,        | Lake George NY,   | Poestenkill NY,    | Slingerlands NY,       |
|                             | Coeymans Hollow NY, | Glenmont NY,      | Loudonville NY,   | Princeton NY,      | Stephentown NY,        |
| Ballston Spa NY,            | Cohoes NY,          | Glens Falls NY,   |                   |                    | Stillwater NY,         |
| Berne NY,                   | Colonie NY,         | Glenville NY,     | Malta NY,         | Queensbury NY,     |                        |
| Bethlehem NY,               | Coxsackie NY,       | Gloversville NY,  | Mechanicville NY, | Ravena NY,         | Troy NY,               |
| Broadalbin NY,              |                     | Grafton NY,       | Melrose NY,       | Rensselaer NY,     |                        |
| Brunswick NY,               | Delanson NY,        | Green Island NY,  | Menands NY,       | Rotterdam NY,      | Voorheesville NY,      |
|                             | Delmar NY,          | Greenwich NY,     |                   |                    |                        |
| Cambridge NY,               | Duanesburg NY,      | Guilderland NY,   | Nassau NY,        | Saratoga           | Waterford NY,          |
| Castleton NY,               |                     |                   | New Lebanon NY,   | Springs NY,        | Watervliet NY,         |
| Castleton on the Hudson NY, | East Berne NY,      | Halfmoon NY,      | Niskayuna NY,     | Schodack NY,       | Westerlo NY,           |
| Central Bridge NY,          | East Greenbush NY,  | Hoosick Falls NY, |                   | Schoharie NY,      | Wynantskill NY,        |
| Catskill NY,                |                     |                   |                   | Schaghticoke NY,   |                        |



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Hours of business: Mon - Sun., 8:00 AM - 7:00 PM  
E-mail: james@dogtraining-ny.com

[Home](#) | [Blo](#) | [Services](#) | [Contact Us](#) | [FAQs](#)



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1962897 FOR DENNIS MCSWEENEY DOG TRAINING LLC IS  
VALID.

**STATE OF NEW JERSEY**  
**Division of Purchase & Property**  
**Contract Compliance Audit Unit**  
**EEO Monitoring Program**

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.gov/eo>**

**SECTION A - COMPANY IDENTIFICATION**

|                                                                                                                                            |                                                                                                                                                                                                                     |                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| 1. FID. NO. OR SOCIAL SECURITY                                                                                                             | 2. TYPE OF BUSINESS<br><input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE<br><input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY<br><b>0</b> |
| 4. COMPANY NAME<br><b>Dennis McSweeney Dog Training LLC</b>                                                                                |                                                                                                                                                                                                                     |                                                          |
| 5. STREET<br><b>272 Seminole Ave</b>                                                                                                       | CITY<br><b>Absecon</b>                                                                                                                                                                                              | STATE<br><b>NJ</b>                                       |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)<br><b>None</b>                                                              |                                                                                                                                                                                                                     | ZIP CODE<br><b>08201</b>                                 |
| 7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER |                                                                                                                                                                                                                     |                                                          |
| 8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ                                                               |                                                                                                                                                                                                                     |                                                          |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT<br><b>0</b>                                              |                                                                                                                                                                                                                     | 10. PUBLIC AGENCY AWARDED CONTRACT                       |
| CITY                                                                                                                                       | COUNTY                                                                                                                                                                                                              | STATE                                                    |
| ZIP CODE                                                                                                                                   |                                                                                                                                                                                                                     |                                                          |

|                   |               |              |                               |
|-------------------|---------------|--------------|-------------------------------|
| Official Use Only | DATE RECEIVED | IN AUG. DATE | ASSIGNED CERTIFICATION NUMBER |
|                   |               |              |                               |

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

| JOB CATEGORIES                                 | ALL EMPLOYEES                    |                |                  | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN |          |              |       |          |                    |          |              |       |          |
|------------------------------------------------|----------------------------------|----------------|------------------|----------------------------------------------------|----------|--------------|-------|----------|--------------------|----------|--------------|-------|----------|
|                                                | COL. 1<br>TOTAL<br>(Cols. 2 & 3) | COL. 2<br>MALE | COL. 3<br>FEMALE | ***** MALE *****                                   |          |              |       |          | ***** FEMALE ***** |          |              |       |          |
|                                                |                                  |                |                  | BLACK                                              | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. | BLACK              | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. |
| Officials/ Managers                            |                                  |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Professionals                                  |                                  |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Technicians                                    |                                  |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Sales Workers                                  |                                  |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Office & Clerical                              |                                  |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Craftworkers (Skilled)                         |                                  |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Operatives (Semi-skilled)                      |                                  |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Laborers (Unskilled)                           |                                  |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Service Workers                                |                                  |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| TOTAL                                          |                                  |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Total employment From previous Report (if any) |                                  |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |
| Temporary & Part-Time Employees                |                                  |                |                  |                                                    |          |              |       |          |                    |          |              |       |          |

The data below shall NOT be included in the figures for the appropriate categories above.

|                                                                                                                                                                                                                  |                                                                                                                                         |                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| 12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?<br><input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify) | 14. IS THIS THE FIRST Employee Information Report Submitted?<br>1 YES <input type="checkbox"/> 2 NO <input checked="" type="checkbox"/> | 15. IF NO, DATE LAST REPORT SUBMITTED<br>MO. DAY YEAR<br><b>12 / 1 / 2017</b> |
| 13. DATES OF PAYROLL PERIOD USED<br>From: To:                                                                                                                                                                    |                                                                                                                                         |                                                                               |

**SECTION C - SIGNATURE AND IDENTIFICATION**

|                                                                               |                                      |                                                            |                                              |
|-------------------------------------------------------------------------------|--------------------------------------|------------------------------------------------------------|----------------------------------------------|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type)<br><b>DENNIS MCSWEENEY</b> | SIGNATURE<br><i>Dennis McSweeney</i> | TITLE<br><b>Police Dog Tr.</b>                             | DATE<br>MO. DAY YEAR<br><b>4 / 13 / 2018</b> |
| 17. ADDRESS NO. & STREET<br><b>272 Seminole Ave.</b>                          | CITY<br><b>Absecon</b>               | COUNTY<br><b>Atlantic</b>                                  | STATE<br><b>NJ</b>                           |
| ZIP CODE<br><b>08201</b>                                                      |                                      | PHONE (AREA CODE, NO., EXTENSION)<br><b>609 - 641-1423</b> |                                              |

Certification

48779

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

**INITIAL**  
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUN-2012

to

15-JUN-2019

DENNIS J. MCSWEENY  
272 SEMINOLE AVE.  
ABSECON

NJ 08201



A handwritten signature of Andrew P. Sidamon-Eristoff.

A handwritten signature of Andrew P. Sidamon-Eristoff.

Andrew P. Sidamon-Eristoff  
State Treasurer

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Dennis McSweeney Dog Training LLC  
Address : 272 Seminole Ave. Allsecm NJ. 08201  
Telephone No. : 609-641-1423  
Contact Name : Dennis McSweeney

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Dennis McSweeney Dog Training LLC

Address: 272 Seminole Ave. Absecon N.J. 08201

Telephone No: 609-641-1423

Contact Name: Dennis McSweeney

Please check applicable category :

\_\_\_\_\_ Minority Owned Business (MBE) \_\_\_\_\_ Minority & Woman Owned  
Business (MWBE)

\_\_\_\_\_ Woman Owned business (WBE) X Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.



### EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): DENNIS McSWEENEY - Police Dog Trainer

Representative's Signature: Dennis McSweeney

Name of Company: Dennis McSweeney Dog Training LLC

Tel. No.: 609-641-1423 Date: 4-13-2018

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: DENNIS MCSWEENEY - Police Dog Tr.  
Representative's Signature: Dennis McSweeney  
Name of Company: Dennis McSweeney Dog Training LLC  
Tel. No.: 609-641-1423 Date: 4-13-2018

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.

## Part I - Vendor Information

|              |                                   |        |       |
|--------------|-----------------------------------|--------|-------|
| Vendor Name: | Dennis McSweeney Dog Training LLC |        |       |
| Address:     | 272 Semencle Ave.                 |        |       |
| City:        | Albion                            | State: | N.J.  |
|              |                                   | Zip:   | 08201 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

|                         |                         |                           |
|-------------------------|-------------------------|---------------------------|
| <u>Dennis McSweeney</u> | <u>DENNIS MCSWEENEY</u> | <u>Police Dog Trainer</u> |
| Signature               | Printed Name            | Title                     |

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| NA               | NA             |      | \$ NA         |
|                  |                |      |               |
|                  |                |      |               |
|                  |                |      |               |
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☐ Check here if the information is continued on subsequent page(s)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Dennis McSweeney Dog Tr. LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 4-13-2018 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Dennis McSweeney Dog Tr. LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Dennis McSweeney Dog Training LLC

Signed Dennis McSweeney Title: Police Dog Trainer

Print Name DENNIS MCSWEENEY Date: 4-13-2018

Subscribed and sworn before me  
this \_\_\_\_ day of \_\_\_\_, 2\_\_\_\_.  
My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavarro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II – Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership      ☐ Corporation      ☒ Sole Proprietorship      ☐ Subchapter S Corporation  
☐ Limited Partnership      ☐ Limited Liability Corporation      ☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Dennis McSweeney Dog Training LLC  
 Signature of Affiant: Dennis McSweeney Title: Owner - Dog Trainer  
 Printed Name of Affiant: DENNIS MCSWEENEY Date: 4-13-2018

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

(Witnessed or attested by)

My Commission expires:

(Seal)



CITY OF JERSEY CITY  
DIVISION OF PURCHASING

394 CENTRAL AVENUE, 2ND FLOOR | JERSEY CITY, NJ 07307  
P: 201 547 5155/5156 | F: 201 547 6585



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

PETER FOLGADO  
DIRECTOR OF PURCHASING, O.P.A., R.P.O.

**CERTIFICATION REGARDING SUSPENSION/DEBARMENT**

I am Dennis McSweeney of the firm of Dennis McSweeney Dog Tr. LLC

the Contractor who submitted the lowest responsible bid for the project known as

Monthley In-Service Training for Patrol, Narcotic & Explosive Training

I executed the Proposal submitted to the City of Jersey City with the full authority to do

so. As of the date of execution of this Certification on this 13 day of April,

2018 the firm of Dennis McSweeney Dog Tr. LLC has not been suspended or debarred

from submitting bid proposals by the United States of America, its departments,

divisions, and agencies or by the State of New Jersey, its departments, divisions, and

agencies.

I certify that the foregoing statements are true. I am aware that if any of the  
foregoing statements made by me are willfully false, I am subject to punishment.

Dennis McSweeney Dog Tr. LLC  
(Name of Contractor)

Signed By: Dennis McSweeney

Dated: 4-13-2018

Title: Dog Trainer for Police Dogs

Sworn and subscribed to before me  
This \_\_\_ day of \_\_\_, 20\_\_\_

\*Must be notarized and returned with bid only if total bid amount exceeds \$100,000.00

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-396

Agenda No. 10.7.8

Approved: APR 25 2018

TITLE:



**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NORTH EAST AUTO & TRUCK PARTS LLC FOR THE PURCHASE AND DELIVERY OF AUTO FLUIDS AND LUBRICANTS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE NATIONAL JOINT POWERS ALLIANCE (NJPA) PURCHASING COOPERATIVE**

**COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS, N.J.S.A. 52:34-6.2** authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

**WHEREAS,** certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

**WHEREAS,** the National Joint Powers Alliance (NJPA) is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

**WHEREAS,** the Division of Automotive Maintenance needs fluids and lubricants for its fleet of vehicles; and

**WHEREAS,** Resolution 14-538 approved on August 20, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the National Joint Powers Alliance Cooperative Purchasing System; and

**WHEREAS,** the Director of Public Works wishes to purchase fluids and lubricants for the City's fleet of vehicles from North East Auto & Truck Parts LLC, 976 Broadway, Bayonne, New Jersey 07002 who is in possession of National Joint Powers Alliance contract 062916-GPC; and

**WHEREAS,** the total amount of the contract is \$140,000.00; and

**WHEREAS,** the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS,** this contract is awarded for a period of (1) one year commencing April 26, 2018 with the option to renew the contract for up to (2) two additional (1) one year terms; and

**WHEREAS,** these funds are available for this expenditure in accordance with the requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.;

**NOW, THEREFORE, BE IT RESOLVED,** by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$140,000.00 is awarded to North East Auto & Parts LLC for auto fluids and lubricants.
2. The term of the contract shall be effective April 26, 2018 through April 25, 2019.
3. This contract is awarded pursuant to N.J.S.A. 52:34-6.2.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on page 2)

City Clerk File No. Res. 18-396Agenda No. 10.Z.8TITLE: **APR 25 2018**

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NORTH EAST AUTO & TRUCK PARTS LLC FOR THE PURCHASE AND DELIVERY OF AUTO FLUIDS AND LUBRICANTS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE NATIONAL JOINT POWERS ALLIANCE (NJPA) PURCHASING COOPERATIVE**

5. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

| <u>Operating Account</u> | <u>PO #</u> | <u>Total Contract</u> | <u>Temp Enc</u> |
|--------------------------|-------------|-----------------------|-----------------|
| 01-201-26-315-208        | 128812      | \$140,000.00          | \$15,000.00     |

Approved:

Peter Folgado, Director of Purchasing,  
QPA, RPPO

April 5, 2018  
Date

PF/pv/RR  
3/29/18

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: Rm R. A.

Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18 |     |     |      |               |     |     |      |                |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rafael R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk



**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO NORTH EAST AUTO & TRUCK PARTS FOR THE PURCHASE AND DELIVERY OF AUTO FLUIDS AND LUBRICANTS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF AUTOMOTIVE MAINTENANCE THROUGH THE NATIONAL JOINT POWERS ALLIANCE (NJPA) PURCHASING COOPERATIVE

**Project Manager**

| Department/Division | DPW                            | Automotive                                      |
|---------------------|--------------------------------|-------------------------------------------------|
| Name/Title          | Hector Ortiz<br>Martin Valenti | Asst. DPW Director<br>Asst. Automotive Director |
| Phone/email         | 201-547-4400<br>201-547-4422   | orizh@cnj.org<br>mvalenti@cnj.org               |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

- ↓ For various fluids, motor oils and lubricants for the City's fleet of vehicles.
- ↓ Such as synthetic, transmission, hydraulic fluids, windshield washer and gear oil.
- ↓ DPW spent about \$130,000.00 in 2017
- ↓ Vendor is part of the NJPA

**Cost (Identify all sources and amounts)**

01-201-26-315-208 (Automotive Operating)  
Contract Amount =\$140,000.00  
Temporary Encumbrance =\$15,000.00

**Contract term (include all proposed renewals)**

4/26/18 to 4/25/19  
with two additional one year options

**Type of award**

NATIONAL JOINT POWERS ALLIANCE (NJPA) COOPERATIVE  
PURCHASING

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

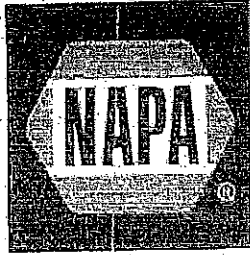
Date

Signature of Purchasing Director

Date

Home &gt; Cooperative Purchasing &gt; Contracts &gt; Fleet &gt; Fleet Services, Parts &amp; Equipment &gt; NAPA Auto Parts - Parts &amp; Delivery

6 11

**NAPA Auto Parts - Parts & Delivery****NAPA AWARDED CONTRACT**

Contract#: 062816-GPC  
 Category: Fleet Services, Parts & Equipment  
 Maturity Date: 09/06/2020

NAPA Contract #062816-GPC brings more than 400,000 NAPA Parts and Accessories to contract purchasing. NAPA is the leader in automotive & truck replacement parts, auto-body & paint products, tools & equipment, specialty parts, accessories, and service items. Two-hour delivery is generally available throughout the U.S. from 6,000 stores in all 50 states. Non-locally stocked products generally ship next day from 59 distribution centers.

NAPA Know-How brings expertise to your fleet department by giving technicians the parts they need when they need them. Save time, money, and satisfy your bidding requirements by utilizing NAPA's national, competitively bid contracts.

[Overview](#)[Contract Documentation](#)[Pricing](#)[Marketing Materials](#)[NAPA Contract Information](#)**HOW TO PURCHASE**[Our step-by-step guide](#)**Vendor Contact Info**

Don Lachance  
 Direct Phone: 678-934-5057  
[don.lachance@gnpcol.com](mailto:don.lachance@gnpcol.com)  
[www.gnpcol.com](http://www.gnpcol.com)

**NAPA Testimonials**View products: [www.napanonline.com](http://www.napanonline.com)Electronic ordering: [www.napanlink.com](http://www.napanlink.com)

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## Organizational

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 History & Authority  
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 Staff Directory  
 Privacy Policy

## Member Search

Search by your organization name:

| Name                | City        | State | Member ID |
|---------------------|-------------|-------|-----------|
| City of Jersey City | Jersey City | NJ    | 27946     |

Or search by: [Membership List \(xls\)](#)

### Marketing Publications



•• View Publications ••

### Testimonials



•• View Testimonials ••

### Recent News



•• Visit Newsroom ••

Enter a product name or a part #



### Starting and Charging Products

- NAPA Legend Batteries
- NAPA New Electrical
- NAPA Power Premium Plus

### Brake System Products

- Alcobono Brake Friction
- NAPA Pad and Rotor Brake Kits
- NAPA Adaptive One Friction
- NAPA Premium Friction
- NAPA Proformer Friction
- NAPA Brakes Premium Rotors

### Steering and Suspension Products

- Control Blade Assemblies
- NAPA Shocks and Struts
- KTS Shock and Struts
- NAPA Control Arms
- NAPA Premium Chassis

### Filtration Products

- NAPA Premium Filters
- NAPA Gold Filters
- NAPA Silver Filters
- NAPA Enviroshield Cabin Filters
- MAANN OE Filters

### Engine and Emission Products

- Echlin Ignition
- Spark Plugs
- Mixxer Plus Ignition
- FEL-PRO Sealing and Gaskets
- NAPA Exhaust Products
- NAPA Catalytic Converters

### Engine Cooling Products

- Tin-Fine Water Pumps
- NAPA Complete Water Pump Kits
- NAPA Thermostats

### Drivetrain Products

- NAPA Premium Bearings
- NAPA Proformer Bearings
- NAPA Clutches by LUK
- NAPA MaxDrive CVs and Driveshafts

### Wipers and Lighting Products

- Bosch Wipers
- NAPA Premium Wipers by Trico
- NAPA Trico Wipers
- NAPA Light Bulbs and Headlamps

### Lubricant and Chemical Products

- NAPA Premium Performance
- Motor 1
- Valvoline
- Royal Purple
- Shell Rotella
- Lubri-Moly and Liqui-Moly

# North East Auto & Truck Parts LLC

976 Broadway  
Bayonne, NJ – 07002

For: Jersey City Department of Public Works  
13-15 Linden Ave E, Jersey City, NJ 07305

Date: February 15, 2018

| Part #     | Description                                         | Quantity | List     | Price    | Total    |
|------------|-----------------------------------------------------|----------|----------|----------|----------|
| 122489     | Mobil Delvac 1300 Super 15W40                       | 1        | 1,716.96 | 858.48   | 858.48   |
| 85-855     | Hydraulic Fluid – 55 GAL – AW46                     | 1        | 788.44   | 394.22   | 394.22   |
| 85-455     | PREM TR HYD OIL                                     | 1        | 1066.55  | 559.99   | 559.99   |
| 725        | Valvoline Premium Universal Tractor – 55GAL         | 1        | 1,947.12 | 973.56   | 973.56   |
| 705        | Valvoline Quality R&O Hydraulic                     | 1        | 1,474.18 | 737.09   | 737.09   |
| 122059     | Mobil Delvac Synthetic Automatic Transmission Fluid | 1        | 4,408.61 | 2,204.31 | 2,204.31 |
| 9401000055 | ShellZone Antifreeze – 55 GAL                       | 1        | 1,018.48 | 509.24   | 509.24   |
| 550022528  | ShellZone Dex-Cool 50/50 Antifreeze – 55 GAL        | 1        | 890.44   | 445.22   | 445.22   |
| 55002293   | ShellZone Multivehicle Antifreeze                   | 1        | 1,270.68 | 635.34   | 635.34   |
| 550041813  | ShellZone Rotella ELC NF Antifreeze – 55 GAL        | 1        | 1,629.58 | 814.79   | 814.79   |
| 818289     | Valvoline Premium Blue 10W30 Motor Oil              | 1        | 41.24    | 29.59    | 29.59    |
| HDG120     | HD EP2 Grease                                       | 1        | 568.3    | 407.22   | 407.22   |
| DEF001     | Blue DEF                                            | 1        | 402.8    | 228.15   | 228.15   |
| 55MINUS20  | Windshield Washer Fluid                             | 1        | 190.32   | 123.75   | 123.75   |

Note: This is NJPA Price Profile

Best Regards

Mike Ramdat

### EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

*Super Speed Parts VP*  
*[Signature]*  
*North East Aero & Tool Parts LLC*  
*201-823-2128*      *03/28/18*

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the CITY OF CRYSTAL CITY (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): SWOPE, RANDY VP

Representative's Signature: [Signature]

Name of Company: NOVA EAST HOLDINGS LLC

Tel. No.: 701-823-2128

Date: 04/4/18

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : NORTH EAST AUTO & TRUCK PARTS LLC  
Address : 976 Broadway Bayonne NJ 07002  
Telephone No. : 201-823-2128  
Contact Name : SEWERSIDE PARTS (MILK)

Please check applicable category :

|                                                                |                                                                 |
|----------------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Minority Owned Business (MBE)         | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input checked="" type="checkbox"/> Woman Owned business (WBE) | <input type="checkbox"/> Neither                                |

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**



**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: NORTH EAST AUTO & TRUCK PARTS LLC

Address: 976 Broadway Bridgeville PA 15002

Telephone No.: 701-823-2128

Contact Name: Steve Forster, President (Owner)

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☒ Woman Owned business (WBE)

☐ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** NORTHEAST AUTO & TRUCK PARTS LIMITED LIABILITY  
COMPANY

**Trade Name:**

**Address:** 976 BROADWAY  
BAYONNE, NJ 07002-1124

**Certificate Number:** 1596066

**Effective Date:** October 21, 2010

**Date of Issuance:** April 05, 2018

**For Office Use Only:**  
20180405123009509

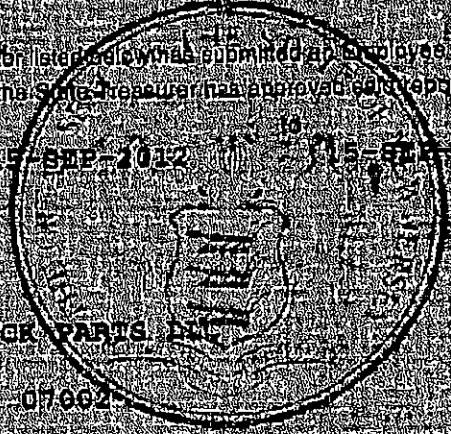
Certification 89416

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

DNITTA  
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to  
N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in  
effect for the period of

15-SEP-2012 to 15-SEP-2013

NORTH EAST AUTO & TRUCK PARTS INC  
976 BROADWAY  
BAYONNE NJ 07002



  
Andrew P. Biondelli  
State Treasurer

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that NORTH EAST Auto & Truck Parts LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 03/28/2018 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract \_\_\_\_\_ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: NORTH EAST Auto & Truck Parts LLC

Signed [Signature]

Title: \_\_\_\_\_

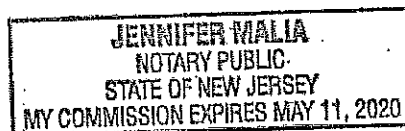
Print Name: SEVERASTIAN LANDAU

Date: 03/28/18

Subscribed and sworn before me  
this 28 day of MARCH 2018.

My Commission expires: \_\_\_\_\_

Jennifer Malia  
(Affiant)  
Jennifer Malia ABM  
(Print name & title of affiant) (Corporate Seal)



\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavarro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II – Ownership Disclosure Certification**

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership     
 ☐ Corporation     
 ☐ Sole Proprietorship     
 ☐ Subchapter S Corporation  
☐ Limited Partnership     
☒ Limited Liability Corporation     
☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                             |
|------------------------------|------------------------------------------|
| LENA FORD                    | 1200 5TH ST. BRIDGEVIEW NJ 07003<br>100% |
|                              |                                          |
|                              |                                          |
|                              |                                          |
|                              |                                          |
|                              |                                          |
|                              |                                          |
|                              |                                          |
|                              |                                          |
|                              |                                          |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: NORTHEAST AUTO & TRUCK PARTS LLC

Signature of Affiant: [Signature] Title: \_\_\_\_\_

Printed Name of Affiant: LENA FORD Date: 03/28/18

Subscribed and sworn before me this 28 day of MARCH, 2018.

My Commission expires:

May 11, 2020

[Signature]  
 (Witnessed or attested by)

**JENNIFER MALIA**  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 MY COMMISSION EXPIRES MAY 11, 2020

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I - Vendor Information

|              |                                    |        |       |
|--------------|------------------------------------|--------|-------|
| Vendor Name: | NORTH EAST ACRO & TRUCK PARTS LLC. |        |       |
| Address:     | 976 BROADWAY                       |        |       |
| City:        | PARSONS                            | State: | NY    |
|              |                                    | Zip:   | 07002 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature \_\_\_\_\_

Printed Name

# Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☒ Check here if the information is continued on subsequent page(s)

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Page \_\_\_\_ of \_\_\_\_

[illegible]

☒ Check here if the information is continued on subsequent page(s)

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-397

Agenda No. 10.Z.9

Approved: APR 25 2018

TITLE:



## RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO H.A. DEHART & SON, INC. FOR THE PURCHASE AND DELIVERY OF TWO-54 PASSENGER BUSES FOR THE DEPARTMENT OF RECREATION THROUGH THE HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION (HCESC)

COUNCIL AS A WHOLE, offered and moved adoption of the following resolution:

**WHEREAS**, N.J.S.A. 40A:11-10 et seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

**WHEREAS**, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

**WHEREAS**, the Hunterdon County Educational Services Commission is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

**WHEREAS**, Resolution 09-159 approved on March 11, 2009 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the Hunterdon County Educational Services Commission (HCESC); and

**WHEREAS**, the Department of Recreation wishes to purchase two-54 passenger buses from H.A. Dehart & Son Inc., 311 Crown Point Road, Thorofare, New Jersey 08086 which is the holder of contract #34HUNCCP, HCESC-TRANS 17-01B; and

**WHEREAS**, funds in the amount of \$204,589.00 are available in account number 04-400-65-000-001; and

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. H.A. Dehart & Son Inc.'s. proposal to purchase and deliver two-54 passenger buses is accepted and a contract in the amount of \$204,589.00 is awarded to H.A. Dehart & Son, Inc.
2. This contract is awarded pursuant to N.J.S.A. 40A:11-10 et seq.
3. The term of the contract shall be completed upon the delivery of the goods or services.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on page 2)



City Clerk File No. Res. 18-397Agenda No. 10.2.9TITLE: APR 25 2018

**RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO H.A. DEHART & SON, INC. FOR THE PURCHASE AND DELIVERY OF TWO-54 PASSENGER BUSES FOR THE DEPARTMENT OF RECREATION THROUGH THE HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION (HCESC)**

Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

**Capital Account**  
04-400-65-000-001

**P.O. #**  
128861

**Total Contract**  
\$204,589.00

Approved by:

Peter Folgado, Director of Purchasing,  
CPA, RPPO

April 11, 2018

Date

PF/pv/JMcK  
4/11/18

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: Business Administrator

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>4.25.18</u> |     |     |      |               |     |     |      |                |        |     |      |
|--------------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                          | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY                                                 | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓      |     |      |
| PRINZ-AREY                                             | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMANN     | ABSENT |     |      |
| BOGGIANO                                               | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

## RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO H.A. DEHART & SON, INC. FOR THE PURCHASE AND DELIVERY OF TWO-54 PASSENGER BUSES FOR THE DEPARTMENT OF RECREATION THROUGH THE HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION (HCESC)

### Project Manager

| Department/Division | DPW                            | Automotive                                                                                                       |
|---------------------|--------------------------------|------------------------------------------------------------------------------------------------------------------|
| Name/Title          | Hector Ortiz<br>Martin Valenti | Asst. DPW Director<br>Asst. Automotive Director                                                                  |
| Phone/email         | 201-547-4400<br>201-547-4422   | <a href="mailto:ortizh@icnj.org">ortizh@icnj.org</a><br><a href="mailto:mvalenti@icnj.org">mvalenti@icnj.org</a> |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### Contract Purpose

The purpose of this resolution is to provide:

- The purpose of this resolution is to purchase two (2) passenger buses.
- For the Recreation Department.
- Each bus costs \$102,294.50.
- Make is Thomas, Chassis make is Freightliner, Engine is Cummins ISB 6.7L, Brakes is Hydraulic passenger capacity is 54 and wheelbase is 259".
- Under the Hunterdon County Educational Services Cooperative Purchasing – HCESC -17-01B.

Cost (Identify all sources and amounts)

04-400-65-000-001 (General Capital)  
Contract Amount = \$204,294.50

Contract term (include all proposed renewals)

One time purchase.

Type of award

Cooperative Purchasing Award

If "Other Exception", enter type  
Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 09-159

Agenda No. 10.Z.1

Approved: MAR 11 2009

TITLE:



## RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A COOPERATIVE PRICING AGREEMENT WITH THE HUNTERDON COUNTY EDUCATIONAL SERVICES COMMISSION THE LEAD AGENCY

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, N.J.S.A. 40A:11-10 et seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Hunterdon County Educational Services Commission ("HCESC") is a public school and is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and

WHEREAS, the term of the Cooperative Pricing Agreement approved by the Division is five (5) years and does not expire until October 2010; and

WHEREAS, pursuant to N.J.A.C. 5:34-7.6, the City of Jersey City (City) may apply for membership in an approved Cooperative Purchasing System and HCESC is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and

WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that HCESC has publicly bid for; and

WHEREAS, the City desires to become a member of the Cooperative Purchasing System for which HCESC is the lead agency.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the attached Cooperative Pricing Agreement with the Hunterdon County Educational Services Commission;
2. Subject to the City's right to terminate the agreement at any time without cause, the term of the agreement with Hunterdon County Educational Services Commission shall be for the remaining term of the Cooperative Pricing Agreement approved by the Division of Local Government Services which began in October 2005 and continues until October 2010; and

City Clerk File No. Res. 09-159Agenda No. 10.Z.1TITLE: **MAR 1 1 2009**

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A  
COOPERATIVE PRICING AGREEMENT WITH THE HUNTERDON COUNTY  
EDUCATIONAL SERVICES COMMISSION THE LEAD AGENCY**

3. Pursuant to N.J.A.C. 5:34-7.6, the City's authorization to enter into the Cooperative Pricing Agreement shall be subject to the lead agency's application to the Director of the Division of Local Government Services for the approval of the City of Jersey City becoming a party to the Cooperative Pricing Agreement.

RR/cw  
3-4-09

APPROVED: \_\_\_\_\_

APPROVED: B. O'Keefe  
Business Administrator

APPROVED AS TO LEGAL FORM

Randy Reddy  
Attorney Corporation Counsel

Certification Required ☐Not Required ☐

# 2008357

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3/11/09 |     |     |      |               |     |     |      |               |     |        |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY    | N.V. |
| SOTTOLANO                                       | ✓   |     |      | GAUGHAN       | ✓   |     |      | BRENNAN       | ✓   |        |      |
| SPINELLO                                        | ✓   |     |      | FULOP         | ✓   |     |      | FLOOD         |     | ABSENT |      |
| LIPSKI                                          | ✓   |     |      | RICHARDSON    | ✓   |     |      | VEGA, PRES.   | ✓   |        |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Mariann Vena  
Mariann Vena, Jr. President of Council

Art B...

Requisition #

0183160

CITY OF JERSEY CITY  
394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor  
H.A. DEHART & SON, INC  
311 CROWN POINT ROAD  
THOROFARE NJ 08086

Dept. Bill To  
AUTOMOTIVE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY

Dept. Ship To  
AUTOMOTIVE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305

Contact Info  
Marty Valenti  
015474420.

HA251963

| Quantity | UOM | Description   | Account          | Unit Price | Total      |
|----------|-----|---------------|------------------|------------|------------|
| 2.00     | EA  | PASSENGER BUS | 0440065000001000 | 73,620.00  | 147,240.00 |

TYPE C 54-PASSENGER SAF-T-LINER C2

|      |    |                   |                  |           |           |
|------|----|-------------------|------------------|-----------|-----------|
| 2.00 | EA | EQUIPMENT/OPTIONS | 0440065000001000 | 28,674.50 | 57,349.00 |
|------|----|-------------------|------------------|-----------|-----------|

#34HUNCCP, HCESC-TRANS 17-01B

FOR THE DEPARTMENT OF RECREATION

COOP-RESO \_\_\_\_\_, APPROVED \_\_\_\_\_

Requisition Total 204,589.00

Req. Date: 03/28/2018

Requested By: BAIJNAUTHS

Buyer Id:

Approved By: \_\_\_\_\_

This Is Not A Purchase Order

Requisition #

0183160

**CITY OF JERSEY CITY**

394 CENTRAL AVE.  
2ND FLOOR  
JERSEY CITY NJ 07307

**Requisition**

Assigned PO #

Vendor  
H.A. DEHART & SON, INC.  
311 CROWN POINT ROAD  
THOROFARE NJ 08086

HA251963

Dept. Bill To  
AUTOMOTIVE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305



Dept. Ship To  
AUTOMOTIVE  
13-15 LINDEN AVENUE EAST  
2ND FLOOR  
JERSEY CITY NJ 07305

Contact Info  
Marty Valenti  
2015474420

| Quantity | UOM | Description   | Account           | Unit Price | Total      |
|----------|-----|---------------|-------------------|------------|------------|
| 2.00     | EA  | PASSENGER BUS | 04-400-65-000-001 | 102,294.50 | 204,589.00 |

FOR RECREATION DEPARTMENT

THESE ARE 52 PASSENGER BUS

UNDER THE HUNTERDON COUNTY EDUCATIONAL SERVICES  
COOPERATIVE PURCHASING

HCESC - 17-01B

Requisition Total 204,589.00

Req. Date: 03/28/2018

Requested By: BAIJNAUTHS

Buyer Id:

Approved By:

*Marty Valenti* 4/2/18

**This Is Not A Purchase Order**

*SP* 04/02/18

|                                       |                                              |                                       |
|---------------------------------------|----------------------------------------------|---------------------------------------|
| Bradley Beach BOE                     | Jersey City, City of                         | Ridgewood BOE                         |
| Branchburg Township BOE               | Keansburg BOE                                | River Vale BOE                        |
| Branchburg, Township of               | Kearny BOE                                   | Riverdale BOE                         |
| Brick Twsp BOE                        | Kenilworth BOE                               | Riverside Township BC                 |
| Bridgeton BOE                         | Kent Place School                            | Riverton BOE                          |
| Bridgeton Public Charter School       | Kingwood Township BOE                        | Robbinsville BOE                      |
| Bridgewater-Raritan Reg. BOE          | Kingwood, Township of                        | Robert Treat Academy                  |
| Brielle BOE                           | Kinnelon BOE                                 | Rochelle Park BOE                     |
| Brigantine BOE                        | Kittatinny Regional BOE                      | Roseland BOE                          |
| Buena Regional School District        | Knowlton Township BOE                        | Roselle BOE                           |
| Burch Charter School                  | Lacey Township BOE                           | Roseville Community C                 |
| Burlington, County of                 | Lakewood BOE                                 | Roxbury Township BOI                  |
| Burlington County Inst. of Technology | Lambertville BOE                             | Rumson-Fair Haven BC                  |
| Burlington County Special Services    | Lambertville, Town of                        | Rutherford BOE                        |
| Butler BOE                            | Lawrence Township BOE                        | Saddle Brook BOE                      |
| Byram, Township of                    | Leap Academy University Charter School       | Saddle River BOE                      |
| Byram Township BOE                    | Learning Community Charter School            | Salem, County of                      |
| Caldwell-West Caldwell BOE            | Lebanon Public BOE                           | Salem County College                  |
| Califon BOE                           | Lebanon Twsp BOE                             | Salem County Special                  |
| Camden City BOE                       | Lenape Valley Regional BOE                   | Salem County Vocator Technical School |
| Camden Community Charter School       | Leonora BOE                                  | Sayerville BOE                        |
| Camden County ESC                     | Lindenwood BOE                               | School District of the C              |
| Cape May City                         | Linwood BOE                                  | Scotch Plains-Fanwood                 |
| Carlstadt BOE                         | Little Egg Harbor Township BOE               | Seaside Heights BOE                   |
| Carlstadt-East Rutherford BOE         | Little Falls BOE                             | Secaucus BOE                          |
| Carteret BOE                          | Little Ferry BOE                             | Secaucus, Town of                     |
| Cedar Grove BOE                       | Long Beach Island BOE                        | Shrewsbury BOE                        |
| Central Regional BOE                  | Long Branch BOE                              | Somers Point BOE                      |
| Cherry Hill BOE                       | Lopatcong Township BOE                       | Somerset, County of                   |
| Chester BOE                           | Lower Alloways Creek BOE                     | Somerset County ESC                   |
| Cinnaminson Township BOE              | Lower Cape May Township BOE                  | Somerset County Impr Authority        |
| Clark BOE                             | Lower Township BOE                           | Somerset County Libra of NJ           |
| Clayton BOE                           | Lumberton Township BOE                       | Somerset County Voca                  |
| Clearview Regional BOE                | Madison Boro BOE                             | Somerset Hills Region                 |
| Clifton Public Library                | Mahwah BOE                                   | Somerville BOE                        |
| Clinton Public BOE                    | Manalapan Englishtown Reg. BOE               | South Amboy BOE                       |
| Clinton Township BOE                  | Manasquan BOE                                | South Bound Brook BC                  |
| Clinton, Town of                      | Manchester Township BOE                      | South Brunswick BOE                   |
| Clinton, Township of                  | Mansfield Twsp BOE                           | South Hunterdon Reg I                 |
| Closter BOE                           | Mantua Township BOE                          | South Orange-Maplew                   |
| Collingswood BOE                      | Maple Shade BOE                              | South Plainfield BOE                  |
| Colts Neck Township BOE               | Maplewood, Township of                       | Southern Regional BOI                 |
| Cranbury Township BOE                 | Margate City BOE                             | Sparta BOE                            |
| Cresskill BOE                         | Marlboro, Township of                        | Spirit Prep Charter Sch               |
| Cresthaven Academy Charter School     | Matawan Aberdeen Regional BOE                | Springfield BOE                       |
| Cumberland County College             | Medford Township BOE                         | Springfield, Township c               |
| Cumberland Cty Technical Center       | Mendham Borough BOE                          | Spotswood BOE                         |
| Delaware Twsp BOE                     | Mendham Township BOE                         | St. Paul's Christian Sct              |
| Delaware Valley Reg BOE               | Mercer County Special Services               | Stafford Township BOE                 |
| Delaware, Township of                 | Mercer County Technical School               | Stanhope BOE                          |
| Delanco Township BOE                  | Meluchen BOE                                 | Sterling BOE                          |
| Delsea Regional BOE                   | Middlesex County College                     | Stillwater Township BC                |
| Demarest BOE                          | Middlesex County Vocational Technical School | Stockton BOE                          |
| Denville Township BOE                 | Middletown Township BOE                      | Summit BOE                            |
| Deptford Township BOE                 | Midland Park BOE                             | Summit Library                        |
| Dover BOE                             | Milford BOE                                  | Sussex County ESC                     |
| Dumont BOE                            | Milford Public Library                       | Sussex County Region Cooperative      |



**\$73,620.00!—Extension Just Announced,**

Price Valid Through 01/12/19\*

**SAFETY & QUALITY at the LOWEST CO-OP PRICE IN NJ!**



## Type C 54-Passenger Saf-T-Liner C2

- FACTORY FRONT IN-DASH AIR CONDITIONING/DEFROSTING
- 3 YEAR/50,000 MILE BUMPER-TO-BUMPER WARRANTY
- 7 YEAR/UNLIMITED MILEAGE ALLISON TRANS. WARRANTY
- FACTORY INSTALLED ZONAR TELEMATICS SYSTEM
- \*Price shown above is BASE PRICE that meets or exceeds NJ & Federal school bus specifications, including bulleted items above.
- \*Option list at discounted prices to fulfill individual district specifications and needs provided at time of quote.

HCESC acts as the lead agent for a cooperative comprised of hundreds of school districts, municipalities, counties, and other municipal government agencies within the State of NJ. Co-operative pricing is a purchasing system whereby the lead agency (HCESC) prepares and advertises for bids, awards a master contract to the lowest responsible bidder, provides for its own needs and extends the prices to our registered members. There is no fee to join, & membership is continually growing.

### EASY STEPS TO PURCHASE, SELL, AND FINANCE:

- 1) Join Our Purchasing Co-op: *It's Free!* Contact Doreen Pirozzi, Cooperative Purchasing Manager [dpirozzi@hunterdonesc.org](mailto:dpirozzi@hunterdonesc.org), 908-439-4280 x1513.
- 2) Have a Used Bus to Sell? HCESC Will do the Legal Advertising, Promotion, Hold the Bid Opening, Show the Bus, and More: Contact Robert Nusbaum, [sales@hunterdonesc.org](mailto:sales@hunterdonesc.org), 201-213-2031.
- 3) Contact your Regional H.A. DeHart Sales Representative to Build and Spec. your Bus:  
Brandon Lewis, [brandon@hadehart.com](mailto:brandon@hadehart.com), 908-509-4BUS (4287)  
Paul Csuha, [pcsuha@hadehart.com](mailto:pcsuha@hadehart.com), 908-448-4848.
- 4) Order the Bus! *Pass a Board of Education Resolution to Purchase a Bus through our Cooperative! You Don't Need to Go Out to Bid!!!*
- 5) Lease Purchase Financing Bids Available! Contact Dennis Balodis, Financial Advisory Manager [dbalodis@hunterdonesc.org](mailto:dbalodis@hunterdonesc.org), 908-572-7715—Direct Line



EDUCATIONAL  
SERVICES  
COMMISSION

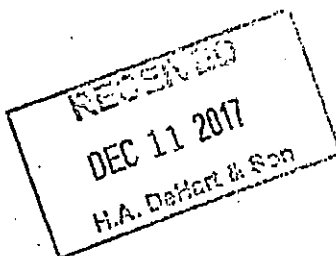
**ESC**

Hunterdon County

**Hunterdon County Educational Services Commission**

Cooperative Purchasing  
37 Hoffmans Crossing Road  
Califon, New Jersey 07830  
phone: (908) 439-4280  
fax: (908) 975-3753

<http://purchasing.hcesc.com>



December 6, 2017

Michael David  
H.A. DeHart & Son, Inc.  
311 Crown Point Road  
Thorofare, NJ 07830

RE: Type B & C School Vehicles #HCESC-Trans-17-01b

Dear Mr. David,

The above referenced bid was renewed, effective January 13, 2018 through January 12, 2019. This was formally confirmed at the Commission's board meeting on December 5, 2017. The renewal details are as follows:

Type "B" 16 Passenger Vehicle – Base Price - \$45,461.00, Options-39% off MSRP, 30% off MSRP for required sensor system, \$100 off purchase of 2 or more buses.

Type "B" 24 Passenger Vehicle – Base Price - \$45,491.00, Options-39% off MSRP, Wheel chair equipped buses-47% off MSRP, 30% off MSRP for required sensor system, \$100 off purchase of 2 or more buses.

Type "C" 54 Passenger Vehicle – Base Price - \$73,620.00, Options-25% off MSRP, 30% off MSRP for required sensor system, \$100 off purchase of 2 or more buses.

Quarterly reports are due within 30 days of quarters end. Please email this report to: [dpirozzi@hunterdonesc.org](mailto:dpirozzi@hunterdonesc.org).

Attached is a listing of current members. A copy of the Contract Award is attached as well.

As always, working with Paul is a pleasure and we look forward to the year ahead.

Best regards,

Doreen Pirozzi  
Purchasing Manager

Enclosure

"Challenging the conventional and doing the impossible."

# H.A. DeHart Son, Inc.

311 Crown Point Road, Thorofare, NJ 08086

Phone: 800-222-0271 - Fax: 856-845-2461

## BUS PROPOSAL / ORDER CONFIRMATION

|                                       |                            |
|---------------------------------------|----------------------------|
| Date: 3/19/2018                       | Year: 2019                 |
| Customer: City of Jersey City         | Make: Thomas               |
| Address: 1 Chapel Ave                 | Model: C2                  |
| City/State/Zip: Jersey City, NJ 07305 | Pass. Capacity: 54         |
| Contact Name: Kevin Williamson        | Quantity: 2                |
| Phone: 201 264 0814                   | Availability: 180 Days ARO |
| Cell:                                 | FOB Location:              |
| Finance Source:                       | Purchase Order #:          |
| Chassis Make: Freightliner            | Engine: Cummins ISB 6.7L   |
| Chassis Model: B106                   | Brakes: Hydraulic          |
| Chassis Year:                         | Wheelbase: 259"            |



**Additional Body Equipment:**  
SEE ATTACHED LISTING OF ADDITIONAL  
EQUIPMENT AS PER HCESC AWARD FOR  
BUS BID TRANS #17-01B

**Additional Chassis Equipment:**

This proposal includes a supplemental listing of additional equipment.

|                             |               |                                          |             |
|-----------------------------|---------------|------------------------------------------|-------------|
| Selling Price:              | \$ 73,620.00  | Deposit Required? (If yes, amount below) | PO Required |
| Multi Unit Discount         | (\$100)       |                                          |             |
| Subtotal:                   | \$ 73,520.00  |                                          |             |
| Optional Equipment:         | \$ 28,774.50  |                                          |             |
| Unit Total:                 | \$ 102,294.50 |                                          |             |
| Multiple Order Total:       | \$ 204,589.00 | Prepared By: Paul Csuha                  | Date:       |
| Acceptance Authorization:   |               | Date:                                    |             |
| DeHart Approval/Acceptance: |               | Date:                                    |             |

Price firm for order received within (30) days from proposal date.

# SUPPLEMENTAL LISTING

| ITEM #      | DESCRIPTION                       | QTY | LIST PRICE   | DISC. PRICE  |
|-------------|-----------------------------------|-----|--------------|--------------|
| B660023121  | DURA COVER BARRIER GREY           | 2   | \$ 66.00     | \$ 49.50     |
| D103400310  | REFLECTAPE -2' FLOORLINE          | 1   | \$ 164.00    | \$ 123.00    |
| D106400001  | VISOR-TINT DRS SIDE WDO 6"X18"    | 1   | \$ 58.00     | \$ 43.50     |
| D107000002  | LO PR ROOF HATCH                  | 1   | \$ 130.00    | \$ 97.50     |
| D108700000  | PAINTED SERVICE HANDLE            | 1   | \$ 5.00      | \$ 3.75      |
| D109000000  | HOOKS-TOW, REAR BOLTED (2)        | 1   | \$ 159.00    | \$ 119.25    |
| D110024NJY  | NJ FIRST AID KIT                  | 1   | \$ 71.00     | \$ 53.25     |
| D110100000  | BODY FLUID CLEAN UP KIT           | 1   | \$ 27.00     | \$ 20.25     |
| D110500000  | EXTERNAL SERVICE STEP             | 1   | \$ 29.00     | \$ 21.75     |
| D112403008  | 126K BTU FRONT AND REAR AC        | 1   | \$ 15,985.00 | \$ 11,988.75 |
| D301100001  | CELL PHONE POWER OUTLET           | 1   | \$ 59.00     | \$ 44.25     |
| D402200000  | LAMP-EXT AFT OF ENTRANCE DOOR     | 1   | \$ 18.00     | \$ 13.50     |
| D402801003  | LAMPS STP/TAI/DIR RED/REV LED     | 1   | \$ 281.00    | \$ 210.75    |
| D406000002  | LED MARKERS AND TURN SIGNALS      | 1   | \$ 204.00    | \$ 153.00    |
| D408901000  | 4" STOP TAIL LED                  | 1   | \$ 63.00     | \$ 47.25     |
| D416400000  | BLOCK FUSE ACCESS                 | 1   | \$ 120.00    | \$ 90.00     |
| D500001006  | MIR-A RETRO R.C.HTD BLK. BRKT     | 1   | \$ 1,645.00  | \$ 1,233.75  |
| D500301000  | MIR-B EXT.CROSSVIEW HTD BLK.BR    | 1   | \$ 497.00    | \$ 372.75    |
| D501402251  | COMMERCIAL APPLICATION TRIM WIND  | 1   | \$ 2,475.00  | \$ 1,856.25  |
| D502602000  | 4"EXTENDED BUMPER                 | 1   | \$ 697.00    | \$ 522.75    |
| D505302310  | UNDERGAURD                        | 1   | \$ 918.00    | \$ 688.50    |
| D506114251  | WINDOW AREA BLACK                 | 1   | \$ 150.00    | \$ 112.50    |
| D507400001  | LOCKING DRS- BATT, FUEL & DEF     | 1   | \$ 53.00     | \$ 39.75     |
| D501657000  | PAINT SOILD WHITE                 | 1   | \$ 209.00    | \$ 156.75    |
| DD512800000 | TUFFCOAT CORR RESIST STEPWELL     | 1   | \$ 469.00    | \$ 351.75    |
| D601401310  | ALUMINUM AISLE STRIPS             | 1   | \$ 81.00     | \$ 60.75     |
| D601701310  | MARINE GRADE PLYWOOD FLOOR        | 1   | \$ 182.00    | \$ 136.50    |
| D604209084  | 84,000 BTU REAR HEATER            | 1   | \$ 395.00    | \$ 296.25    |
| D6047091HM  | HOSE RR HTR HI-MILER & STEPWELL   | 1   | \$ 179.00    | \$ 134.25    |
| D604800000  | STEPWELL HEATER                   | 1   | \$ 475.00    | \$ 356.25    |
| D620600000  | HOLDER-STORAGE, CLIP BOARD        | 1   | \$ 92.00     | \$ 69.00     |
| D621100000  | REAR HEATER SHUT OFF VALVE        | 1   | \$ 39.00     | \$ 29.25     |
| D700600L01  | TINTED TEMPERED GLASS & PUSH OUTS | 6   | \$ 2,699.00  | \$ 2,024.25  |
| D900302003  | ARMREST NATIONAL DR'S ST. RS      | 1   | \$ 41.00     | \$ 30.75     |
| D900403001  | DURA BLK UPHOLSTERY DRVRS SEAT    | 1   | \$ 44.00     | \$ 33.00     |
| FL093512    | MICH XZE 10R 22.5 FRONT TIRE      | 1   | \$ 614.00    | \$ 460.50    |
| FL0940DG    | MICH XDE M/S 10R 22.5 REAR TIRES  | 1   | \$ 831.00    | \$ 623.25    |
| FL1012N3    | CUM ISB-220 220 HP @ 2300 RPM     | 1   | \$ 951.00    | \$ 713.25    |
| FL120011    | COOLANT FILTER                    | 1   | \$ 134.00    | \$ 100.50    |
| FL1221H8    | DAVCO HEATED FUEL WATER SEPER     | 1   | \$ 87.00     | \$ 65.25     |
| FL1241CC    | LN 270AMP 4949PA PAD MTD ALTERNAT | 1   | \$ 1,020.00  | \$ 765.00    |
| FL128076    | CUMMINS INTEGRAL EXHAUST BRAKE    | 1   | \$ 125.00    | \$ 93.75     |
| FL138010    | PHILLIPS 750W/115V BLOCK HEATER   | 1   | \$ 111.00    | \$ 83.25     |
| FL140039    | ENG HEAT RECPT MTD BMP LH SIDE    | 1   | \$ 48.00     | \$ 36.00     |
| FL149013    | CRUISE CTRL-ELEC ENG, W/SWITCHS   | 1   | \$ 48.00     | \$ 36.00     |
| FL171007    | GATES BLUE STRIPE COOLANT HOSE    | 1   | \$ 39.00     | \$ 29.25     |
| FL174002    | COOLANT BOOSTER PUMP              | 1   | \$ 239.00    | \$ 179.25    |
| FL230003    | 100GAL/378 LIT STEL TANK, BTR     | 1   | \$ 1,050.00  | \$ 787.50    |
| FL273037    | WARNER ELEC ELECTRO MAGNETIC      | 1   | \$ 530.00    | \$ 397.50    |
| FL2921D7    | 3 ALLIANCE 1131 2775CCA BATTERIES | 1   | \$ 177.00    | \$ 132.75    |
| FL3421T6    | ALLISON 2200 PTS AUTO TRANS       | 1   | \$ 813.00    | \$ 609.75    |
| FL4001A3    | 10,000 FRONT AXLE AND SPRINGS     | 1   | \$ 668.00    | \$ 501.00    |

|          |                                 |   |              |              |
|----------|---------------------------------|---|--------------|--------------|
| FL419028 | SEPARATE FRONT TONE RING        | 1 | \$ 417.00    | \$ 312.75    |
| FL4201C7 | 19,000 POUND REAR AXLE          | 1 | \$ 460.00    | \$ 345.00    |
| FL451028 | SEPARATE REAR TONE RING         | 1 | \$ 593.00    | \$ 444.75    |
| FL532002 | ADJUSTABLE STEERING COLUMN      | 1 | \$ 478.00    | \$ 358.50    |
| FL647001 | WHITE WINTERFRONT               | 1 | \$ 64.00     | \$ 48.00     |
| FL700002 | FACTORY DASH AIR                | 1 | 0            | 0            |
| FL721021 | 87DB-112DB SELF ADJ BKUP ALARM  | 1 | \$ 28.00     | \$ 21.00     |
| FL742007 | (2) CUPHOLDERS, LH & RH DASH    | 1 | \$ 45.00     | \$ 33.75     |
| FL864001 | TRANS OIL TEMPERATURE GAUGE     | 1 | \$ 17.00     | \$ 12.75     |
|          |                                 |   | \$ 38,366.00 |              |
|          | MSRP OPTION TOT. AFTER 25% DISC |   |              | \$ 28,774.50 |
|          | AFTERMARKET OPTIONS:            |   |              |              |
|          | 3YR BUMPER TO BUMPER WARRANTY   | 1 |              | \$0.00       |
|          |                                 |   |              |              |
|          |                                 |   |              |              |
|          | TOTAL OPTIONS ADDED             |   |              | \$ 28,774.50 |



HADEH-1

OP ID: KS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/10/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                            |              |                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER<br>The Martin Company<br>500 Jessup Road<br>West Deptford, NJ 08066<br>Sam Martin | 856-845-3636 | CONTACT<br>NAME:<br>PHONE (A/C, No, Ex): 856-845-3636<br>FAX (A/C, No): 856-845-9191<br>E-MAIL:<br>ADDRESS:                                                                                                           |
| INSURED<br>H.A. DeHart & Son, Inc.<br>311 Crown Point Road<br>Thorofare, NJ 08066          |              | INSURER(S) AFFORDING COVERAGE<br>INSURER A: Travelers Indemnity Co.<br>INSURER B: Charter Oak Fire Ins Co.<br>INSURER C: Travel Prop Cas Co Of Amer<br>INSURER D: United States Liab Ins.<br>INSURER E:<br>INSURER F: |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR<br>LYR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                 | ADDL SUBR<br>INSR WVD | POLICY NUMBER        | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                  |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------|----------------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A           | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-<br>JECT <input type="checkbox"/> LOC<br>OTHER: |                       | Y6303647R261TCT      | 06/30/2017                 | 06/30/2018                 | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/OP AGG \$ 2,000,000 |
| B           | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED<br>AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED<br>AUTOS ONLY<br><input checked="" type="checkbox"/> garage lia   |                       | AD3647R26116CAG      | 06/30/2017                 | 06/30/2018                 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                               |
| C           | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000                                                                                   |                       | YSM-CUP-3647R261-TIL | 06/30/2017                 | 06/30/2018                 | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000<br>PER STATUTE <input type="checkbox"/> OTH-<br>ER <input type="checkbox"/>                                                                                                      |
|             | WORKERS COMPENSATION<br>AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE<br>OFFICER/ MEMBER EXCLUDED? <input type="checkbox"/> Y/N<br>If yes, describe under<br>DESCRIPTION OF OPERATIONS below                                                                                       | N/A                   |                      |                            |                            | E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                                                |
| D           | Directors & Office                                                                                                                                                                                                                                                                                |                       | OD1005381E           | 08/26/2017                 | 08/26/2018                 | 1,000,000<br>1,000,000<br>Each Claim<br>Aggregate                                                                                                                                                                                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Addition / Remarks Schedule may be attached if more space is required)  
THE FOLLOWING CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED WHERE  
REQUIRED BY WRITTEN CONTRACT. PER THE TERMS OF THE BLANKET ADDITIONAL  
INSURED ENDORSEMENT, COVERAGE FOR AN ADDITIONAL INSURED IS CONTINGENT ON A  
WRITTEN AGREEMENT WITH THE NAMED INSURED REQUIRING SUCH COVERAGE

## CERTIFICATE HOLDER

## CANCELLATION

Hunterdon County Educational  
Services Commission  
Cooperative Purchasing  
37 Hoffmans Crossing Road  
Callfon, NJ 07830

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE  
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN  
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
Sam Martin



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0061366 FOR H.A. DEHART & SON, INC. IS VALID.

# NJ CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 6591

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2013 to 15-FEB-2020

H. A. DE HART & SON INC.  
311 CROWN POINT ROAD  
THOROFARE NJ 08086



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Joseph Tompkins - President

Representative's Signature: 

Name of Company: H.A. DeHart & Son, Inc.

Tel. No.: 856-845-2800

Date: March 28, 2018



**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the President of H.A. DeHart & Son, Inc. (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Joseph Tompkins - President

Representative's Signature: [Signature]

Name of Company: H.A. DeHart & Son, Inc.

Tel. No.: 858-845-2800

Date: March 28, 2018

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: H.A. DeHart & Son, Inc.

Address: 371 Crown Point Road, Thorofare New Jersey 08086

Telephone No. : 856-845-2800

Contact Name: Joseph Tompkins - President

Please check applicable category:

|                                                        |                                                                 |
|--------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE)    | <input checked="" type="checkbox"/> Neither                     |

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : H.A. DeHart & Son, Inc.  
Address : 311 Crown Point Road, Thorofare New Jersey 08088  
Telephone No. : 856-845-2800  
Contact Name : Joseph Tompkins - President

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**STATE OF NEW JERSEY**  
**Division of Purchase & Property EEO Monitoring Program**

**EMPLOYEE INFORMATION REPORT**

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

|                                                                                                                                                       |                                                                                                                                                                                                                     |                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| 1. FID. NO. OR SOCIAL SECURITY<br><b>21-0437560</b>                                                                                                   | 2. TYPE OF BUSINESS<br><input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input checked="" type="checkbox"/> 3. WHOLESALE<br><input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY<br><b>41</b> |
| 4. COMPANY NAME<br><b>H.A. DeHart &amp; Son, Inc</b>                                                                                                  |                                                                                                                                                                                                                     |                                                           |
| 5. STREET<br><b>311 Crown Point Road</b>                                                                                                              | CITY<br><b>Thorofare</b>                                                                                                                                                                                            | STATE<br><b>Gloucester, NJ</b>                            |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)<br><b>NONE</b>                                                                         |                                                                                                                                                                                                                     | ZIP CODE<br><b>08086</b>                                  |
| 7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER |                                                                                                                                                                                                                     |                                                           |
| 8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ                                                                          |                                                                                                                                                                                                                     |                                                           |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT                                                                     |                                                                                                                                                                                                                     |                                                           |
| 10. PUBLIC AGENCY AWARDED CONTRACT                                                                                                                    |                                                                                                                                                                                                                     |                                                           |
| N/A                                                                                                                                                   |                                                                                                                                                                                                                     |                                                           |
| Official Use Only                                                                                                                                     | DATE RECEIVED                                                                                                                                                                                                       | ASSIGNED CERTIFICATION NUMBER                             |

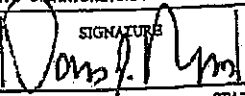
**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

| JOB CATEGORIES                                 | ALL EMPLOYEES                                                                             |                |                  | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN |          |              |          |           |          |          |              |          |          |
|------------------------------------------------|-------------------------------------------------------------------------------------------|----------------|------------------|----------------------------------------------------|----------|--------------|----------|-----------|----------|----------|--------------|----------|----------|
|                                                | COL. 1<br>TOTAL<br>(Col. 2 & 3)                                                           | COL. 2<br>MALE | COL. 3<br>FEMALE | MALE                                               |          |              |          |           | FEMALE   |          |              |          |          |
|                                                |                                                                                           |                |                  | BLACK                                              | HISPANIC | AMER. INDIAN | ASIAN    | NON MIN.  | BLACK    | HISPANIC | AMER. INDIAN | ASIAN    | NON MIN. |
| Officials/Managers                             | 4                                                                                         | 3              | 1                | 0                                                  | 0        | 0            | 0        | 3         | 0        | 0        | 0            | 0        | 1        |
| Professionals                                  | 0                                                                                         | 0              | 0                | 0                                                  | 0        | 0            | 0        | 0         | 0        | 0        | 0            | 0        | 0        |
| Technicians                                    | 0                                                                                         | 0              | 0                | 0                                                  | 0        | 0            | 0        | 0         | 0        | 0        | 0            | 0        | 0        |
| Sales Workers                                  | 15                                                                                        | 15             | 0                | 0                                                  | 0        | 0            | 0        | 15        | 0        | 0        | 0            | 0        | 0        |
| Office & Clerical                              | 5                                                                                         | 0              | 5                | 0                                                  | 0        | 0            | 0        | 0         | 0        | 0        | 0            | 0        | 0        |
| Craftworkers (Skilled)                         | 0                                                                                         | 0              | 0                | 0                                                  | 0        | 0            | 0        | 0         | 0        | 0        | 0            | 0        | 0        |
| Operatives (Semi-skilled)                      | 16                                                                                        | 16             | 0                | 1                                                  | 0        | 0            | 0        | 15        | 0        | 0        | 0            | 0        | 0        |
| Laborers (Unskilled)                           | 1                                                                                         | 1              | 0                | 0                                                  | 0        | 0            | 0        | 1         | 0        | 0        | 0            | 0        | 0        |
| Service Workers                                | 0                                                                                         | 0              | 0                | 0                                                  | 0        | 0            | 0        | 0         | 0        | 0        | 0            | 0        | 0        |
| <b>TOTAL</b>                                   | <b>41</b>                                                                                 | <b>35</b>      | <b>6</b>         | <b>1</b>                                           | <b>0</b> | <b>0</b>     | <b>0</b> | <b>34</b> | <b>0</b> | <b>0</b> | <b>0</b>     | <b>0</b> | <b>6</b> |
| Total employment from previous Report (if any) | 54                                                                                        | 42             | 12               | 2                                                  | 2        | 0            | 0        | 38        | 0        | 0        | 0            | 0        | 12       |
| Temporary & Part-Time Employees                | The data below shall NOT be included in the figures for the appropriate categories above. |                |                  |                                                    |          |              |          |           |          |          |              |          |          |

|                                                                                                                                                                                                                            |                                                                                                                                           |                                                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| 12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED<br><input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify) | 14. IS THIS THE FIRST Employee Information Report Submitted?<br>1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/> | 15. IF NO, DATE LAST REPORT SUBMITTED<br>MO. DAY YEAR<br><b>11 28 05</b> |
| 13. DATES OF PAYROLL PERIOD USED<br>From <b>1/3/2013</b> To <b>1/9/2013</b>                                                                                                                                                |                                                                                                                                           |                                                                          |

**SECTION C - SIGNATURE AND IDENTIFICATION**

|                                                                          |                                                                                                  |                                                              |                     |
|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------|---------------------|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type)<br><b>Dennis Noon</b> | SIGNATURE<br> | TITLE<br><b>CEO</b>                                          | DATE<br>MO DAY YEAR |
| 17. ADDRESS NO. & STREET<br><b>311 Crown Point Road</b>                  | CITY<br><b>Thorofare</b>                                                                         | COUNTY<br><b>Gloucester</b>                                  | STATE<br><b>NJ</b>  |
| ZIP CODE<br><b>08086</b>                                                 |                                                                                                  | PHONE (AREA CODE, NO., EXTENSION)<br><b>856-845-2800-X12</b> |                     |

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that  
H.A. DeHart & Son, Inc. (name of business entity) has not made any reportable  
contributions in the \*\*one-year period preceding 2017-2018 (date City Council  
awards contract) that would be deemed to be violations of Section One of the City of Jersey City's  
Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award  
of this contract. I further certify that during the term of the contract: H.A. DeHart & Son, Inc.  
(name of business entity) will not make any reportable contributions in violation of Ordinance 08-  
128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and  
certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: H.A. DeHart & Son, Inc.

Signed: Joseph Tompkins Title: President

Print Name: Joseph Tompkins Date: March 28, 2018

Subscribed and sworn before me

this 28th day of March, 2018.

My Commission expires:

July 23, 2019

Rebecca Lathrop  
(Affiant)

Rebecca Lathrop - Notary

(Print name & title of affiant) (Corporate Seal)

REBECCA L. LATHROP  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 23, 2019

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of  
contributions made prior to the effective date Ordinance 08-128 (September 23, 2008)  
shall be deemed to be a violation of the Ordinance.



**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavatto for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II – Ownership Disclosure Certification**

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership      ☒ Corporation      ☐ Sole Proprietorship      ☐ Subchapter S Corporation  
☐ Limited Partnership      ☐ Limited Liability Corporation      ☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
| None                         |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: H.A. DeHart & Son, Inc.

Signature of Affiant: Joseph Tompkins Title: President

Printed Name of Affiant: Joseph Tompkins Date: March 28, 2018

Subscribed and sworn before me this 28<sup>th</sup> day of  
March, 2018.

My Commission expires:

July 23, 2019

Rebecca Lathrop  
 (Witnessed or attested by)  
Rebecca Lathrop  
 (Seal)

REBECCA L. LATHROP  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires July 23, 2019

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-398

Agenda No. 10.Z.10

Approved: APR 25 2018

TITLE:



## **RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO AMERICAN SPOT COOLING, INC. FOR THE RENTAL OF SPACE HEATERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Division of Buildings and Street Maintenance was notified on or about November 11, 2017 that the heating system at the East District was not working. Space heaters were needed until the boiler was replaced; and

**WHEREAS**, it was necessary to rent space heaters immediately to protect the health, welfare and safety of the Police personnel; and

**WHEREAS**, the Director of the Division Buildings and Street Maintenance secured a vendor that could provide the space heaters immediately. As a result, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the total cost for the rental of space heaters was \$24,300.00; and

**WHEREAS**, these funds are available in Account No. 01-201-26-292-314.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. Because of the above stated reasons which are incorporated herein, an emergency contract award to American Spot Cooling Inc., 219 Ludlow Street, Worcester, Massachusetts 01603 pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. for the rental of space heaters is hereby ratified.
2. The total cost of the emergency contract is \$24,300.00.
3. The Director of the Department of Public Safety has reduced in writing his notification to the Purchasing Agent of the emergency and filed it with the Purchasing Agent.

(Continued on page 2)



Continuation of Resolution \_\_\_\_\_  
City Clerk File No. Res. 18-398  
Agenda No. 10.2.10  
TITLE: APR 25 2018

Pg. # 2

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO AMERICAN SPOT COOLING, INC.  
FOR THE RENTAL OF SPACE HEATERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF  
BUILDINGS AND STREET MAINTENANCE**

4. The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services.
5. The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer Donna Mauer as Chief Financial Fiscal Officer hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.  
P.O.# 127418

Approved by: \_\_\_\_\_  
Peter Folgado, Director of Purchasing  
QPA, RPPQ

April 12, 2018  
Date

PF/pv  
4/12/18

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☒

Not Required ☐

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18 |     |     |      |               |     |     |      |                |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMANN     | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO AMERICAN SPOT COOLING, INC. FOR THE RENTAL OF SPACE HEATERS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE

**Project Manager**

|                     |                              |                       |
|---------------------|------------------------------|-----------------------|
| Department/Division | DPW                          | Buildings Maintenance |
| Name/Title          | Douglas Carlucci             | Director              |
| Phone/email         | 201-547-4432<br>201-390-2541 | dcarlucci@jcnj.org    |
|                     |                              |                       |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

- ± Rental of spot coolers to provide heat.
- ± For the East District Precinct

**Cost (Identify all sources and amounts)**

01-201-26-292-314 (Buildings Operating)  
Contract Amount =\$24,300.00

**Contract term (include all proposed renewals)**

One time rental

**Type of award**

Emergency Resolution

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

4/13/18

Signature of Purchasing Director

Date

4/13/18

**CERTIFICATION OF PATRICK G. STAMATO**

I, Patrick G. Stamato, of full age, hereby certifies as follows:

1. The Division of Buildings Maintenance was notified on or about November 11, 2017 that the heating system at the East District is not working. Space heaters are needed until the boiler is replaced. At that point, there was no certainty there was going to be an emergency.
2. The aforementioned situation endangered the health, welfare and safety of the occupants and the public.
3. Further examination by Mr. Douglas Carlucci, Buildings and Street Director, revealed that the space heaters are needed and a replacement must be done as soon as possible.
4. Because of the reasons stated above which are incorporated herein, I have declared an emergency existed and will formally authorized the vendor to provide the space heaters without further delay.
5. As of today ( 12/12/17 ) , the total rental fees is \$24,300.00
6. Because of the aforementioned emergency, time did not permit formal advertisement for the necessary repairs.
7. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

It is for these reasons that I am requesting an emergency be declared in order to formally authorize American Spot Cooling for providing the space heaters.

Should you have any questions or require further details regarding this matter, please contact us at your earliest convenience.

Dated: 12/12/17

  
Patrick G. Stamato

Director of Department of Public Works



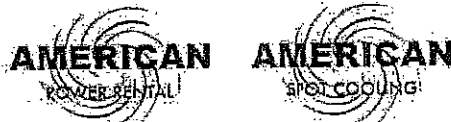
## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 2008203 FOR AMERICAN SPOT COOLING INCORPORATED IS  
VALID.

American Spot Cooling Inc  
219 Ludlow St  
Worcester, MA 01603  
Ph: (888)786-0508



# JOB INVOICE

www.americanspotcooling.com

|                                                                                                                   |                                                                 |                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| Invoice # 201922                                                                                                  |                                                                 |                                                                                                                                             |
| <b>INVOICE TO:</b><br>JCPW<br>Jersey City,<br><br>Attention: Doug Carlucci<br>Phone:<br>Email: dcarlucci@jenj.org | <b>JOB SITE:</b><br>JCPW<br>207 7TH ST<br>Jersey City, NJ 07302 | <b>Invoice Date:</b> 11/17/2017<br><b>PO #</b><br><b>Terms:</b> Net 30                                                                      |
|                                                                                                                   |                                                                 | <b>Order Status:</b> Invoiced<br><b>Quote by:</b> Jeff Burnham<br><b>Email:</b> jeffb@americanspotcooling.com<br><b>Phone:</b> 774-502-0522 |
| <b>EQUIPMENT</b>                                                                                                  |                                                                 | <b>Billed Thru</b><br>11/18/2017                                                                                                            |

| Quantity             | Description                                                                               | Duration | Price    | Subtotal   |
|----------------------|-------------------------------------------------------------------------------------------|----------|----------|------------|
| <b>Cable</b>         |                                                                                           |          |          |            |
| 2                    | 2/5 x 50' Banded Camlok Cable<br><i>Note: 2/5 Banded Cable 50' 200A Cam to Cam</i>        | 1 Weeks  | \$50.00  | \$100.00   |
| 10                   | 6/4 x 50' Cali 208V<br><i>Note: 6/4 x 50' Cali 208V</i>                                   | 1 Weeks  | \$50.00  | \$500.00   |
| Total Cable:         |                                                                                           |          |          | \$600.00   |
| <b>Heater</b>        |                                                                                           |          |          |            |
| 5                    | 15 KW 208V (3PH) 42A Electric Heater<br><i>Note: 15 KW 208V (3PH) 42A Electric Heater</i> | 1 Weeks  | \$500.00 | \$2,500.00 |
| Total Heater:        |                                                                                           |          |          | \$2,500.00 |
| <b>Panel</b>         |                                                                                           |          |          |            |
| 1                    | 208V Cali Heater Panel                                                                    | 1 Weeks  | \$250.00 | \$250.00   |
| Total Panel:         |                                                                                           |          |          | \$250.00   |
| Total :              |                                                                                           |          |          | \$3,350.00 |
| <b>Delivery/Misc</b> |                                                                                           |          |          |            |
| Quantity             | Description                                                                               |          | Price    | Subtotal   |
| 8                    | Labor/ Technician                                                                         |          | \$150.00 | \$1,200.00 |

Delivery/Misc

| Quantity             | Description       | Price      | Subtotal   |
|----------------------|-------------------|------------|------------|
| 8                    | Labor/ Technician | \$150.00   | \$1,200.00 |
| 1                    | Delivery/Pickup   | \$1,200.00 | \$1,200.00 |
| Total Delivery/Misc: |                   |            | \$3,600.00 |

|                   |                   |
|-------------------|-------------------|
| Product Total:    | \$3,350.00        |
| Service Charge:   | \$0.00            |
| Damage Waiver:    | \$0.00            |
| Labor:            | \$0.00            |
| Delivery/Misc:    | \$3,600.00        |
| Tax:              | \$0.00            |
| <b>Job Total:</b> | <b>\$6,950.00</b> |

American Spot Cooling Inc  
219 Ludlow St  
Worcester, MA 01603  
Ph: (888) 786-0508



# JOB INVOICE

www.americanspotcooling.com

|                                                                                                                  |  |                                                                  |                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>INVOICE TO:</b><br>JCPW<br>Jersey City<br><br>Attention: Doug Carlucci<br>Phone:<br>Email: dearlucci@jcni.org |  | <b>JOB SITE:</b><br>JCPW<br>267 7TH ST.<br>Jersey City, NJ 07302 | <b>Invoice #</b> 202379<br><br><b>Invoice Date:</b> 11/27/2017<br><b>PO #</b><br><b>Terms:</b> Net 30<br><br><b>Order Status:</b> Invoiced<br><b>Quote by:</b> Jeff Burnham<br><b>Email:</b> jeffb@americanspotcooling.com<br><b>Phone:</b> 774-562-0522 |
|                                                                                                                  |  | <b>Billing Start:</b><br>11/18/2017                              | <b>Billed Thru:</b><br>11/25/2017                                                                                                                                                                                                                        |

## EQUIPMENT

| Quantity      | Description                                                                        | Duration | Price    | Subtotal   |
|---------------|------------------------------------------------------------------------------------|----------|----------|------------|
| Cable         |                                                                                    |          |          |            |
| 2             | 2/5 x 50' Banded Camlok Cable<br>Note: 2/5 Banded Cable 50' 200A Cam to Cam        | 1 Weeks  | \$50.00  | \$100.00   |
| 10            | 6/4 x 50' Cali 208V<br>Note: 6/4 x 50' Cali 208V                                   | 1 Weeks  | \$50.00  | \$500.00   |
| Total Cable:  |                                                                                    |          |          | \$600.00   |
| Heater        |                                                                                    |          |          |            |
| 5             | 15 KW 208V (3PH) 42A Electric Heater<br>Note: 15 KW 208V (3PH) 42A Electric Heater | 1 Weeks  | \$500.00 | \$2,500.00 |
| Total Heater: |                                                                                    |          |          | \$2,500.00 |
| Panel         |                                                                                    |          |          |            |
| 1             | 208V Cali Heater Panel                                                             | 1 Weeks  | \$250.00 | \$250.00   |
| Total Panel:  |                                                                                    |          |          | \$250.00   |
| Total :       |                                                                                    |          |          | \$3,350.00 |

| Quantity             | Description                           | Price   | Subtotal |
|----------------------|---------------------------------------|---------|----------|
| 8                    | Labor<br>Note: 2 Techs @ 4 Hours Each | \$75.00 | \$600.00 |
| Total Delivery/Misc: |                                       |         | \$600.00 |

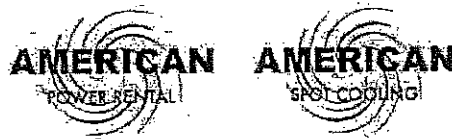
(invoice totals on page 2)

Printed 11/29/2017 11

|                   |                   |
|-------------------|-------------------|
| Product Total:    | \$3,350.00        |
| Service Charge:   | \$0.00            |
| Damage Waiver:    | \$0.00            |
| Labor:            | \$0.00            |
| Delivery/Misc:    | \$600.00          |
| Tax:              | \$0.00            |
| <b>Job Total:</b> | <b>\$3,950.00</b> |



**American Spot Cooling Inc.**  
 219 Ludlow St  
 Worcester, MA 01603  
 Ph: (888) 786-0508



**JOB INVOICE**

www.americanspotcooling.com

|                                                                                                                   |                                                                  |                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Invoice # 202631</b>                                                                                           |                                                                  |                                                                                                                                             |
| <b>INVOICE TO:</b><br>JCPW<br>Jersey City,<br><br>Attention: Doug Carlucci<br>Phone:<br>Email: dcarlucci@jcnj.org | <b>JOB SITE:</b><br>JCPW<br>207 7TH ST.<br>Jersey City, NJ 07302 | <b>Invoice Date:</b> 12/1/2017<br><b>PO #</b><br><b>Terms:</b> Net 30                                                                       |
|                                                                                                                   |                                                                  | <b>Order Status:</b> Invoiced<br><b>Quote by:</b> Jeff Burnham<br><b>Email:</b> jeffb@americanspotcooling.com<br><b>Phone:</b> 774-502-0522 |
| <b>EQUIPMENT</b>                                                                                                  |                                                                  | <b>Billed Thru</b><br>12/3/2017                                                                                                             |

| Quantity             | Description                                                                               | Duration | Price                  | Subtotal   |
|----------------------|-------------------------------------------------------------------------------------------|----------|------------------------|------------|
| <b>Cable</b>         |                                                                                           |          |                        |            |
| 2                    | 2/5 x 50' Banded Camlok Cable<br><i>Note: 2/5 Banded Cable 50' 200A Cam to Cam</i>        | 1 Weeks  | \$50.00                | \$100.00   |
| 10                   | 6/4 x 50' Cali 208V<br><i>Note: 6/4 x 50' Cali 208V</i>                                   | 1 Weeks  | \$50.00                | \$500.00   |
| <b>Total Cable:</b>  |                                                                                           |          |                        | \$600.00   |
| <b>Heater</b>        |                                                                                           |          |                        |            |
| 5                    | 15 KW 208V (3PH) 42A Electric Heater<br><i>Note: 15 KW 208V (3PH) 42A Electric Heater</i> | 1 Weeks  | \$500.00               | \$2,500.00 |
| <b>Total Heater:</b> |                                                                                           |          |                        | \$2,500.00 |
| <b>Panel</b>         |                                                                                           |          |                        |            |
| 1                    | 208V Cali Heater Panel                                                                    | 1 Weeks  | \$250.00               | \$250.00   |
|                      |                                                                                           |          | <b>Product Total:</b>  | \$3,350.00 |
|                      |                                                                                           |          | <b>Service Charge:</b> | \$0.00     |
|                      |                                                                                           |          | <b>Damage Waiver:</b>  | \$0.00     |
|                      |                                                                                           |          | <b>Labor:</b>          | \$0.00     |
|                      |                                                                                           |          | <b>Delivery/Misc:</b>  | \$0.00     |
|                      |                                                                                           |          | <b>Tax:</b>            | \$0.00     |
|                      |                                                                                           |          | <b>Job Total:</b>      | \$3,350.00 |

American Spot Cooling Inc  
219 Ludlow St  
Worcester, MA 01603  
Ph: (888) 786-0508



# JOB INVOICE

www.americanspotcooling.com

|                                                                                                                   |  |                                                                  |                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>INVOICE TO:</b><br>JGPW<br>Jersey City,<br><br>Attention: Doug Carlucci<br>Phone:<br>Email: dcarlucci@jcnj.org |  | <b>JOB SITE:</b><br>JGPW<br>207 7TH ST.<br>Jersey City, NJ 07302 | <b>Invoice #</b> 202854<br><br><b>Invoice Date:</b> 12/6/2017<br><b>PO #</b><br><b>Terms:</b> Net-30<br><br><b>Order Status:</b> Invoiced<br><b>Quote by:</b> Jeff Burnham<br><b>Email:</b> jeffb@americanspotcooling.com<br><b>Phone:</b> 774-592-0522 |
|                                                                                                                   |  | <b>Billing Start</b><br>12/2/2017                                | <b>Billed Thru</b><br>12/9/2017                                                                                                                                                                                                                         |

## EQUIPMENT

| Quantity        | Description                                                                        | Duration | Price    | Subtotal   |
|-----------------|------------------------------------------------------------------------------------|----------|----------|------------|
| Cable           |                                                                                    | 1 Weeks  | \$50.00  | \$100.00   |
| 2               | 2/5 x 50' Banded Camlok Cable<br>Note: 2/5 Banded Cable 50' 200A Cam to Cam        |          |          |            |
|                 |                                                                                    | 1 Weeks  | \$50.00  | \$500.00   |
| 10              | 6/4 x 50' Cali 208V<br>Note: 6/4 x 50' Cali 208V                                   |          |          |            |
| Total Cable:    |                                                                                    |          |          | \$600.00   |
| Heater          |                                                                                    | 1 Weeks  | \$500.00 | \$2,500.00 |
| 5               | 15 KW 208V (3PH) 42A Electric Heater<br>Note: 15 KW 208V (3PH) 42A Electric Heater |          |          |            |
| Total Heater:   |                                                                                    |          |          | \$2,500.00 |
| Panel           |                                                                                    | 1 Weeks  | \$250.00 | \$250.00   |
| 1               | 208V Cali Heater Panel                                                             |          |          |            |
| Product Total:  |                                                                                    |          |          | \$3,350.00 |
| Service Charge: |                                                                                    |          |          | \$0.00     |
| Damage Waiver:  |                                                                                    |          |          | \$0.00     |
| Labor:          |                                                                                    |          |          | \$0.00     |
| Delivery/Misc:  |                                                                                    |          |          | \$0.00     |
| Tax:            |                                                                                    |          |          | \$0.00     |
| Job Total:      |                                                                                    |          |          | \$3,350.00 |

Printed 12/6/2017 3:33 pm

**American Spot Cooling Inc**

219 Ludlow St  
Worcester, MA 01603  
Ph: (888) 786-0508

**JOB INVOICE**

www.americanspotcooling.com

|                                                                                                                                        |                                                                  |                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Invoice # 203004</b>                                                                                                                |                                                                  |                                                                                                                                                                                                                           |
| <b>INVOICE TO:</b><br>JCPW<br>Jersey City,<br><br><b>Attention:</b> Doug Carlucci<br><b>Phone:</b><br><b>Email:</b> dcarlucci@jenj.org | <b>JOB SITE:</b><br>JCPW<br>207 7TH ST.<br>Jersey City, NJ 07302 | <b>Invoice Date:</b> 12/11/2017<br><b>PO #</b><br><b>Terms:</b> Net 30<br><br><b>Order Status:</b> Invoiced<br><b>Quote by:</b> Jeff Burnham<br><b>Email:</b> jeffb@americanspotcooling.com<br><b>Phone:</b> 774-502-0522 |
| <b>EQUIPMENT</b>                                                                                                                       | <b>Billing Start</b><br>12/9/2017                                | <b>Billed Thru</b><br>12/23/2017                                                                                                                                                                                          |

| Quantity          | Description                                                                               | Duration | Price    | Subtotal          |
|-------------------|-------------------------------------------------------------------------------------------|----------|----------|-------------------|
| <b>Cable</b>      |                                                                                           |          |          |                   |
| 2                 | 2/5 x 50' Banded Camlok Cable<br><i>Note: 2/5 Banded Cable 50' 200A Cam to Cam</i>        | 2 Weeks  | \$50.00  | \$200.00          |
| 10                | 6/4 x 50' Cali 208V<br><i>Note: 6/4 x 50' Cali 208V</i>                                   | 2 Weeks  | \$50.00  | \$1,000.00        |
| Total Cable:      |                                                                                           |          |          | \$1,200.00        |
| <b>Heater</b>     |                                                                                           |          |          |                   |
| 5                 | 15 KW 208V (3PH) 42A Electric Heater<br><i>Note: 15 KW 208V (3PH) 42A Electric Heater</i> | 2 Weeks  | \$500.00 | \$5,000.00        |
| Total Heater:     |                                                                                           |          |          | \$5,000.00        |
| <b>Panel</b>      |                                                                                           |          |          |                   |
| 1                 | 208V Cali Heater Panel                                                                    | 2 Weeks  | \$250.00 | \$500.00          |
| Product Total:    |                                                                                           |          |          | \$6,700.00        |
| Service Charge:   |                                                                                           |          |          | \$0.00            |
| Damage Waiver:    |                                                                                           |          |          | \$0.00            |
| Labor:            |                                                                                           |          |          | \$0.00            |
| Delivery/Misc:    |                                                                                           |          |          | \$0.00            |
| Tax:              |                                                                                           |          |          | \$0.00            |
| <b>Job Total:</b> |                                                                                           |          |          | <b>\$6,700.00</b> |

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): John Oese- Contract Specialist

Representative's Signature: John Oese

Name of Company: SHI International Corp.

Tel. No.: 732-564-8486

Date: 12/12/17

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : SHI International Corp.  
Address : 290 Davidson Avenue, Somerset, NJ 08873-4145  
Telephone No. : 732-564-8486  
Contact Name : Nirav Patel

Please check applicable category :

☒ Minority Owned Business (MBE)      ☒ Minority & Woman Owned Business (MWBE)  
☒ Woman Owned business (WBE)      ☐ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: SHI International Corp.

Address: 290 Davidson Avenue, Somerset, NJ 08873-4145

Telephone No.: 732-564-8486

Contact Name: Nirav Patel

Please check applicable category:

|                                                                   |                                                                            |
|-------------------------------------------------------------------|----------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Minority Owned Business (MBB) | <input checked="" type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input checked="" type="checkbox"/> Woman Owned business (WBE)    | <input type="checkbox"/> Neither                                           |

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-399

Agenda No. 10.Z.11

Approved: APR 25 2018

TITLE:



## **RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO CLEAN AIR COMPANY FOR EXHAUST SYSTEM REPAIRS AT VARIOUS FIRE HOUSES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

### **COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Division of Buildings and Street Maintenance was notified on or about December 13, 2017 that exhaust systems at various fire houses needed to be replaced to avoid inhaling carbon monoxide, diesel fumes, smoke, and other particles when diesel vehicles are started; and

**WHEREAS**, it was necessary to replace the exhaust systems immediately to protect the health, welfare and safety of the fire house occupants and the public; and

**WHEREAS**, the Director of the Division Buildings and Street Maintenance had to secure a vendor that could repair the systems immediately. As a result, the Director of the Department of Public Works notified the Purchasing Agent that an emergency existed; and

**WHEREAS**, the Purchasing Agent was satisfied that an emergency existed; and

**WHEREAS**, the New Jersey State Treasurer has determined that contracts awarded under emergency conditions pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. may be awarded without complying with the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the total cost for exhaust system repairs is \$44,818.42; and

**WHEREAS**, these funds are available in Account No. 01-201-26-292-314.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. Because of the above stated reasons which are incorporated herein, an emergency contract award to Clean Air Company, 428 New Brunswick Avenue, Fords, New Jersey 08863 made pursuant to N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq. for exhaust system repairs is hereby ratified.
2. The total cost of the emergency contract is \$44,818.42.
3. The term of the contract will be completed upon the delivery of the goods or services.
4. The Director of the Department of Public Works has reduced to writing his notification to the Purchasing Agent of the emergency and filed it with the Purchasing Agent.

(Continued on page 2)

Continuation of Resolution \_\_\_\_\_  
City Clerk File No. Res. 18-399  
Agenda No. 10.2.11  
TITLE: APR 25 2018

Pg. # 2

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO CLEAN AIR COMPANY FOR EXHAUST SYSTEM REPAIRS AT VARIOUS FIRE HOUSES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

5. The Purchasing Agent shall file an emergency procurement report for this contract award with the Director of the Division of Local Government Services.
6. The Purchasing Agent and Business Administrator are authorized to take such other actions as may be necessary to effectuate the purposes of this resolution.

I, Donna Mauer, Donna Mauer as Chief Financial Fiscal Officer hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

P.O. # 127561

Approved by: Peter Folgado  
Peter Folgado, Director of Purchasing  
QPA, RPPO

April 13, 2018  
Date

PF/pw/RR  
4/12/18

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18 |     |     |      |               |     |     |      |                |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓      |     |      |
| PRINZ AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN      | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk



**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING AN EMERGENCY CONTRACT AWARD TO CLEAN AIR COMPANY FOR EXHAUST SYSTEM REPAIRS AT VARIOUS FIRE HOUSES FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS AND STREET MAINTENANCE**

**Project Manager**

|                     |                              |                       |
|---------------------|------------------------------|-----------------------|
| Department/Division | DPW                          | Buildings Maintenance |
| Name/Title          | Douglas Carlucci             | Director              |
| Phone/email         | 201-547-4432<br>201-390-2541 | dcarlucci@cnj.org     |
|                     |                              |                       |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

- ↓ Emergency repairs to various Fire Stations exhaust system
- ↓ To protect the health of employees.
- ↓ Engine. 5,6,7,8,10,11,13,17,19

**Cost (Identify all sources and amounts)**

01-201-26-292-314 (Buildings Operating)  
Contract Amount =\$44,818.42

**Contract term (include all proposed renewals)**

One time repair.

Type of award **Emergency Resolution**

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

Date



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CLEAN AIR COMPANY, INC.

**Trade Name:**

**Address:** 428 NEW BRUNSWICK AVE  
FORDS, NJ 08863-2138

**Certificate Number:** 0074261

**Effective Date:** May 07, 1986

**Date of Issuance:** December 21, 2017

**For Office Use Only:**

20171221160356736

**CERTIFICATION OF PATRICK G. STAMATO**

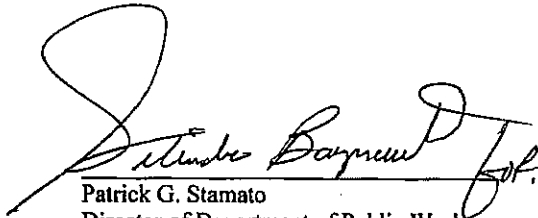
I, Patrick G. Stamato, of full age, hereby certifies as follows:

1. The Division of Buildings Maintenance was notified on or about December 13, 2017 that various firehouses exhaust systems needed to be replaced to avoid carbon monoxide, exhaust diesel fumes, smoke and other particulates when diesel vehicles are started.
2. The aforementioned situation endangered the health, welfare and safety of the occupants and the public.
3. Further examination by Mr. Jerry Cala from the Public Safety Department and Mr. Douglas Carlucci, Buildings and Street Director, revealed that these repairs must be done as soon as possible.
4. Clean Air Company submitted a proposal for \$44,818.42. The company will furnish labor and materials for the above mentioned locations.
5. Because of the reasons stated above which are incorporated herein, I have declared an emergency existed and formally authorized Clean Air Company to provide the necessary repairs and replacement without further delay.
6. The total funds requested for this purpose is not to exceed \$44,818.42.
7. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

It is for these reasons that I am requesting an emergency be declared in order to formally authorize Clean Air Company to perform the necessary repairs and replacement without further delay.

Should you have any questions or require further details regarding this matter, please contact us at your earliest convenience

Dated: 12/21/17

  
Patrick G. Stamato  
Director of Department of Public Works



**CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC SAFETY**

PUBLIC SAFETY | 465 MARIN BOULEVARD | JERSEY CITY, NJ 07302  
P: 201 547 4239 | F: 201 547 5298




---

**MEMORANDUM**

---

**To:** Peter Folgado  
Purchasing Agent

**From:** Jerome A. Cala   
Assistant Director

**Date:** December 21, 2017

**Re:** Emergency Repairs/Replacement  
Fire Department Exhaust System

Currently, all Fire Department locations must have a working system to exhaust diesel fumes, smoke and other particulates when the diesel vehicles are started. When these systems are not working, it creates a health and safety issue. We are requesting that our current system be repaired and/or replaced immediately to protect the health of our employees and to avoid any formal complaints from the Labor Union.

Thank you for your assistance.

c: Silendra Bajjnauth, Public Works



Clean Air Company, Inc.

428 New Brunswick Avenue, Fords, NJ 08863,

[www.CleanAirCo.com](http://www.CleanAirCo.com)

732-738-8818 (p) 732-738-4914(f)

Greg@cleanairco.com

# QUOTE

|         |              |
|---------|--------------|
| QUOTE # | CACQ17717-02 |
| DATE    | Dec 19, 2017 |

|                                                                                                                                              |                                                     |                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Sold To:</b><br>Henry DiGuillo<br>Jersey City Fire Dept<br>465 Marin Boulevard<br>Jersey City, NJ 07302<br><br><b>Phone</b> (201)705-6245 | <b>Ship To:</b><br><br><br><br><br><br><b>Phone</b> | <b>Bill To:</b><br>Douglas Carlucci<br>Jersey City Dept of Public Works<br>Buildings & Street Maintenance<br>13-15 Linden Avenue East<br>2nd Floor Room A230<br>Jersey City, NJ 07305<br><b>Phone</b> (201)547-4432 |
|----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

This proposal is for the Magnetic Conversion of the following Jersey City Fire Stations based on survey on 10/18/17:

Engine 5 & Ladder Tower 6 @ 355 Newark Ave (3) drops,  
Engine 6 & Ladder 2 @ 465 Marin Blvd (3) drops,  
Engine 10 & Ladder 12 @ 283 Halladay St. (2) drops,  
Engine 8 @ 14-16 Orient Ave (1) drop,  
Engine 19 & Ladder 8 @ 2 Bergen Ave (1) drops,  
Ladder 7 & Haz Mat 1 & 2 @ 595 Palisade Ave (2) drops  
Engine 7 & Ladder 3 @ 715 Summit Ave (3) drops  
Engine 11 152 Lincoln St. (1) drop  
Engine 13 - 152 Linden St (0) drop  
Engine 17, 255 Kearny Ave (0) drops

| SALESPERSON | PROJECT NAME       | PAYMENT TERMS | SHIP VIA |
|-------------|--------------------|---------------|----------|
| Greg        | Jersey City FD Mag | net 30        | Best Way |

| QTY | DESCRIPTION                                                                                                         | Unit List Price | Discounted Unit Price |
|-----|---------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------|
| 16  | 5" STR Magentic Grabber with 4" 500 F. rated lower hose, Magnetic Saftey Disconnect, 5" Connical and locking cable. | \$1,351.00      | \$1,080.80            |
| 8   | 4" METAL SADDLE                                                                                                     | \$176.00        | \$140.80              |
| 16  | Hourly servlce rate for exhaust system repair                                                                       | \$150.00        | \$150.00              |

The title and right to possession of all property listed above shall be and remain with Clean Air Company Inc. until entire purchase price is paid in full by purchaser, at which time title shall transfer to purchaser. Payment terms are net 30. All balances over 30 days will be assessed a 1.5% monthly finance charge. Collection fees encumbered, including legal fees, will be the purchaser's responsibility. The undersigned accepts the terms and conditions of this quotation.

|           |             |
|-----------|-------------|
| SUBTOTAL  | 25,424.00   |
| DISCOUNT  | 4,604.80    |
| SALES TAX | \$0.00      |
| TOTAL     | \$20,819.20 |

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ PO Number: \_\_\_\_\_

CACQ17717-02

Created on 12/19/17 11:46:43 by  
QuoteWerks



Clean Air Company, Inc.

428 New Brunswick Avenue, Fords, NJ 08863,

[www.CleanAirCo.com](http://www.CleanAirCo.com)

732-738-8818 (p) 732-738-4914(f)

Greg@cleanairco.com

# QUOTE

|         |              |
|---------|--------------|
| QUOTE # | CACQ18018    |
| DATE    | Dec 19, 2017 |

**Sold To:**  
 Douglas Carlucci  
 Jersey City Dept of Public Works  
 Buildings & Street Maintenance  
 13-15 Linden Avenue East  
 2nd Floor Room A230  
 Jersey City, NJ 07305  
 Phone (201)547-4432

**Ship To:**  
  
 JCFD  
 Marin Blvd  
  
  
 Phone

**Bill To:**  
 Douglas Carlucci  
 Jersey City Dept of Public Works  
 Buildings & Street Maintenance  
 13-15 Linden Avenue East  
 2nd Floor Room A230  
 Jersey City, NJ 07305  
 Phone (201)547-4432

Conversion of existing 50' VSR to VSRX system with trollies and flex hose connection for under carriage exhaust. Hose from SBT track system will be moved over to VSRX and installed on blank trolley.

| SALESPERSON | PROJECT NAME | PAYMENT TERMS | SHIP VIA |
|-------------|--------------|---------------|----------|
| Greg        | Marin        | net 30        | Best Way |

| QTY | DESCRIPTION                                                                                        | UNIT PRICE | TOTAL PRICE |
|-----|----------------------------------------------------------------------------------------------------|------------|-------------|
| 1   | VSR Conversion                                                                                     | \$7,374.00 | \$7,374.00  |
|     | MAGNETIC GRABBER (MG) UPPER, 4 IN. ST HOSE PACK, 1 DROP, VSRA                                      |            |             |
|     | MID, ST HOSE 4 IN. x 10 ft, 1 PCS, SBTA, STRA, VSRA                                                |            |             |
|     | (2) MAGNETIC GRABBER (MG) 5 IN., LOWER, 4 IN. ST HOSE ASSEMBLY, 5 IN. TAILPIPE ADAPTER (TPA), STRA |            |             |
|     | VSR END STOP BRACKET KIT.                                                                          |            |             |
|     | VSR Hose crab for VSR -ORDER 6X4 REDUCER SEPERATE                                                  |            |             |
| 8   | Hourly installation rate (2 men non prevailing wages)                                              | \$185.00   | \$1,480.00  |

The title and right to possession of all property listed above shall be and remain with Clean Air Company Inc. until entire purchase price is paid in full by purchaser, at which time title shall transfer to purchaser. Payment terms are net 30. All balances over 30 days will be assessed a 1.5% monthly finance charge. Collection fees encumbered, including legal fees, will be the purchaser's responsibility. The undersigned accepts the terms and conditions of this quotation.

|           |            |
|-----------|------------|
| SUBTOTAL  | 8,854.00   |
| DISCOUNT  | 0.00       |
| SALES TAX | \$0.00     |
| TOTAL     | \$8,854.00 |

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ PO Number: \_\_\_\_\_



Clean Air Company, Inc.

428 New Brunswick Avenue, Fords, NJ 08863,

www.CleanAirCo.com

732-738-8818 (p) 732-738-4914(f)

Greg@cleanairco.com

# QUOTE

|         |              |
|---------|--------------|
| QUOTE # | CACQ18024    |
| DATE    | Dec 19, 2017 |

Sold To:  
Douglas Carlucci  
Jersey City Dept of Public Works  
Buildings & Street Maintenance  
13-15 Linden Avenue East  
2nd Floor Room A230  
Jersey City, NJ 07305  
Phone (201)547-4432

Ship To:  
  
JCFD  
Orient Ave  
  
Phone

Bill To:  
Douglas Carlucci  
Jersey City Dept of Public Works  
Buildings & Street Maintenance  
13-15 Linden Avenue East  
2nd Floor Room A230  
Jersey City, NJ 07305  
Phone (201)547-4432

Conversion of existing 50' VSR to VSRX system with trollies and flex hose connection for under carriage exhaust. Hose from SBT track system will be moved over to VSRX and installed on blank trolley.

| SALESPERSON | PROJECT NAME | PAYMENT TERMS | SHIP VIA |
|-------------|--------------|---------------|----------|
| Greg        | Orient       | net 30        | Best Way |

| QTY | DESCRIPTION                                                                                        | UNIT PRICE | TOTAL PRICE |
|-----|----------------------------------------------------------------------------------------------------|------------|-------------|
| 1   | VSR Conversion                                                                                     | \$7,374.00 | \$7,374.00  |
|     | MAGNETIC GRABBER (MG) UPPER, 4 IN. ST HOSE PACK, 1 DROP, VSRA                                      |            |             |
|     | MID, ST HOSE 4 IN. x 10 ft, 1 PCS, SBTA, STRA, VSRA                                                |            |             |
|     | (2) MAGNETIC GRABBER (MG) 5 IN., LOWER, 4 IN. ST HOSE ASSEMBLY, 5 IN. TAILPIPE ADAPTER (TPA), STRA |            |             |
|     | VSR END STOP BRACKET KIT.                                                                          |            |             |
|     | VSR Hose crab for VSR -ORDER 6X4 REDUCER SEPERATE                                                  |            |             |
| 8   | Hourly installation rate (2 men non prevailing wages)                                              | \$185.00   | \$1,480.00  |

The title and right to possession of all property listed above shall be and remain with Clean Air Company Inc. until entire purchase price is paid in full by purchaser, at which time title shall transfer to purchaser. Payment terms are net 30. All balances over 30 days will be assessed a 1.5% monthly finance charge. Collection fees encumbered, including legal fees, will be the purchaser's responsibility. The undersigned accepts the terms and conditions of this quotation.

|           |            |
|-----------|------------|
| SUBTOTAL  | 8,854.00   |
| DISCOUNT  | 0.00       |
| SALES TAX | \$0.00     |
| TOTAL     | \$8,854.00 |

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ PO Number: \_\_\_\_\_



Clean Air Company, Inc.

428 New Brunswick Avenue, Fords, NJ 08863,

[www.CleanAirCo.com](http://www.CleanAirCo.com)

732-738-8818 (p) 732-738-4914(f)

Greg@cleanairco.com

# QUOTE

|         |              |
|---------|--------------|
| QUOTE # | CACQ18026    |
| DATE    | Dec 19, 2017 |

**Sold To:**  
 Douglas Carlucci  
 Jersey City Dept of Public Works  
 Buildings & Street Maintenance  
 13-15 Linden Avenue East  
 2nd Floor Room A230  
 Jersey City, NJ 07305  
 Phone (201)547-4432

**Ship To:**  
 JCFD  
 152 Lincoln  
  
 Phone

**Bill To:**  
 Douglas Carlucci  
 Jersey City Dept of Public Works  
 Buildings & Street Maintenance  
 13-15 Linden Avenue East  
 2nd Floor Room A230  
 Jersey City, NJ 07305  
 Phone (201)547-4432

Installation of (1) Magnetic SBT system for rear reserve vehicle. System will release before reaching exit door threshold.

| SALESPERSON | PROJECT NAME | PAYMENT TERMS | SHIP VIA |
|-------------|--------------|---------------|----------|
| Greg        | Lincoln St   | net 30        | Best Way |

| QTY | DESCRIPTION                                                                                                 | UNIT PRICE | TOTAL PRICE |
|-----|-------------------------------------------------------------------------------------------------------------|------------|-------------|
| 1   | Magnetic SBT-20 500F rated 4" hose with 5" Mag grabber                                                      | \$3,356.00 | \$3,356.00  |
|     | SBTA-20 TRACK PACK, ONE SECTION OF TRACK WITH END STOPS, Y & B HAZARD TAPE AND PLYMOVENT DECAL.             |            |             |
|     | MAGNETIC GRABBER (MG) UPPER, 4 IN. ST HOSE PACK, TRACK 20, SBTA: FRONT VEHICLE OF 2 DROP DOUBLE TRACK, SBTA |            |             |
|     | MID, ST HOSE 4 IN. x 10 ft, 1 PCS, SBTA, STRA, VSRA                                                         |            |             |
|     | MAGNETIC GRABBER (MG) 5 IN., LOWER, 4 IN. ST HOSE ASSEMBLY, 5 IN. TAILPIPE ADAPTER (TPA), STRA              |            |             |
| 2   | SBT/STR Equipment mounting hardware per vertical support                                                    | \$156.81   | \$313.62    |
| 1   | Misc duct materials for installation                                                                        | \$1,160.00 | \$1,160.00  |
| 8   | Hourly installation rate (2 men non prevailing wages)                                                       | \$185.00   | \$1,480.00  |

The title and right to possession of all property listed above shall be and remain with Clean Air Company Inc. until entire purchase price is paid in full by purchaser, at which time title shall transfer to purchaser. Payment terms are net 30. All balances over 30 days will be assessed a 1.5% monthly finance charge. Collection fees encumbered, including legal fees, will be the purchaser's responsibility. The undersigned accepts the terms and conditions of this quotation.

|           |            |
|-----------|------------|
| SUBTOTAL  | 6,309.62   |
| DISCOUNT  | 18.40      |
| SALES TAX | \$0.00     |
| TOTAL     | \$6,291.22 |

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ PO Number: \_\_\_\_\_



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-400  
Agenda No. 10.Z.12  
Approved: APR 25 2018  
TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JERSEY STATE CONTROLS COMPANY FOR THE MAINTENANCE SERVICE OF THE AUTOMATIC TEMPERATURE AND DIGITAL CONTROLS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF BUILDINGS & STREET MAINTENANCE

### COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, pursuant to N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") solicited one quote for the maintenance service of the automatic temperature and direct digital controls for the Municipal Services Complex; and

**WHEREAS**, the Purchasing Agent certifies that it is impracticable to solicit any other quotes for maintenance services because the temperature system is proprietary in that the system utilizes a unique programming language and brand specific functionality that is unlike any other manufacturer; and

**WHEREAS**, Jersey State Controls Company, 1105 Industrial Parkway, Brick, New Jersey 08724 submitted a quote in the amount of thirty three thousand dollars (\$33,000.00); and

**WHEREAS**, the Purchasing Director has certified that he considers said proposal to be fair and reasonable; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

**WHEREAS**, Director of the Division of Buildings and Street Maintenance has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

**WHEREAS**, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of \$10,000.00 are available in the Operating Account:

| Account           | PO #   | Total Contract | Temp Encumbrance |
|-------------------|--------|----------------|------------------|
| 01-201-26-291-310 | 128874 | \$33,000.00    | \$10,000.00      |

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$33,000.00 for the service maintenance of the temperature control system is awarded to Jersey State Controls Company.
2. The term of the contract shall be effective May 10, 2018 through May 9, 2019.
3. Upon certification by an official or employee of the City authorized to receive the services pursuant to the contract, that the same has been received and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued on Page 2)

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO THE INSTITUTE FOR FORENSIC PSYCHOLOGY FOR THE PSYCHOLOGICAL EVALUATIONS OF (100) POLICE RECRUITS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF POLICE**

4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.
5. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 permanent budget and in the subsequent year's fiscal year budget.

I, Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$33,000.00 are available in the Operating Account.

| Account           | PO #   | Total Contract | Temp Encumbrance |
|-------------------|--------|----------------|------------------|
| 01-201-26-291-310 | 128874 | \$33,000.00    | \$10,000.00      |

Approved:

Peter Folgado, Director of Purchasing,  
QPA, RPPO

April 12, 2018

Date

PF/pv/RR  
4/12/18

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: R. L. B.

Business Administrator

[Signature]

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18 |     |     |      |               |     |     |      |                |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMEN      | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

R.B.  
4-16-18

## RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JERSEY STATE CONTROLS COMPANY FOR MAINTENANCE SERVICE OF THE AUTOMATIC TEMPERATURE AND DIGITAL CONTROLS FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF BUILDINGS AND STREET MAINTENANCE**

### Project Manager

|                     |                  |                      |
|---------------------|------------------|----------------------|
| Department/Division | DPW              | Buildings and Street |
| Name/Title          | Douglas Carlucci | Director             |
| Phone/email         | 201-547-4432     | dcarlucci@jenj.org   |
|                     |                  |                      |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### Contract Purpose

The purpose of this resolution is to provide:

- ✦ To provide monthly automatic temperature and direct control services for the Municipal Services Complex.
- ✦ To regulate the temperature in the building.
- ✦ Vendor will handle all controls for HVAC systems such as field devices, controllers and network elements.
- ✦ Vendor has proprietary rights to software and language (see attached letter).
- ✦ DPW spent about \$32,000.00 in 2017.

Cost (Identify all sources and amounts)

01-201-26-291-310 (Buildings operating)  
Contract Amount=\$33,000.00  
Temporary Encumbrance=\$10,000.00

Contract term (include all proposed renewals)

Contract duration: 05/10/18 to 05/09/19

Type of award **NON FAIR AND OPEN**

If "Other Exception", enter type  
Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

Date

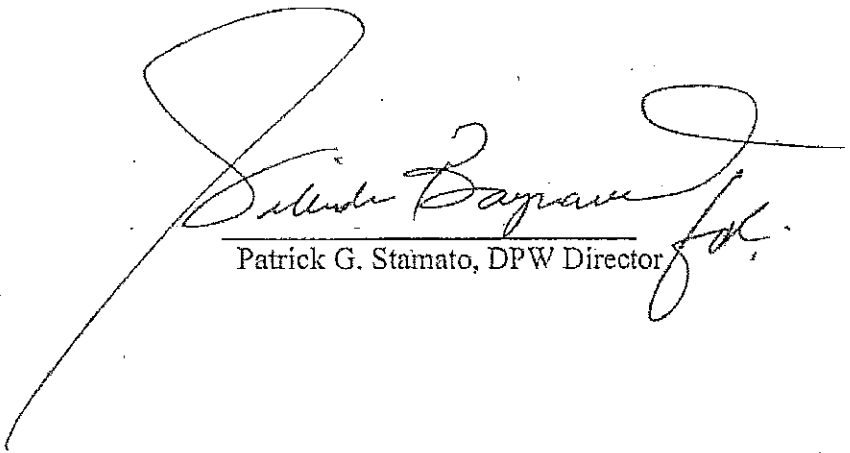
## DETERMINATION OF VALUE CERTIFICATION

I, Patrick G. Stamato, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for automatic temperature and direct control services for the Municipal Services Complex. To regulate the temperature in the building. The vendor has proprietary rights to software and language.
3. The City informally solicited quotations for such services.
4. The Department's recommendation is to award a contract to Jersey State Controls.
5. The cost of the Contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

4/11/18

Date

  
Patrick G. Stamato, DPW Director



---

Representing Andover Controls by Schneider Electric  
Since 1983 \* HVAC Service, Controls and Automation \* Since 1983

1105 Industrial Parkway Suite B  
Brick, New Jersey 08724

Phone: 732-206-0010  
Fax: 732-206-0080

April 6, 2018

Mr. Silendra Baijnauth  
Fiscal Officer  
City of Jersey City  
Department of Public Works  
13-15 Linden Avenue East, 3<sup>rd</sup> Floor  
Jersey City, NJ 07305

Dear Mr. Baijnauth,

In response to your request for information regarding the building automation system at the public works buildings at the Jersey City Municipal Services Complex, I have the following.

**Specialized Nature:**

The Schneider Electric/Continuum based BACnet building automation system is proprietary in that the system utilizes a unique programming language and 'brand specific functionality' that is unlike any other manufacturer. No other manufacturer of similar products is 100% similar and compatible to this product. The continued servicing, by Jersey State Controls, of the Schneider Electric/Continuum products is necessary for the continuity of building maintenance and facilities support.

Therefore the use by another service company will undermine the functionality of the existing equipment and make support of the Board's facilities more costly.

**Necessary for the Conduct of the Department of Public Works:**

The public need for the proprietary equipment and service is of a compelling nature such that the value to the public that is gained by the proprietary designation outweighs the public benefit of permitted brand name or equivalent and the benefit of such competition. The Schneider Electric/Continuum System is essential to the Department's ability to maintain their buildings in a consistent manner utilizing continuity in operation, maintenance and repairs. Although competing products and/or service companies could essentially provide 'similar functionality' and provide a common 'end result', Jersey City has a significant investment in the Schneider Electric/Continuum brand and has employees and staff trained in the



---

Representing Andover Controls by Schneider Electric  
Since 1983 \* HVAC Service, Controls and Automation \* Since 1983

1105 Industrial Parkway Suite B  
Brick, New Jersey 08724

Phone: 732-206-0010  
Fax: 732-206-0080

programming, operation and maintenance. As such, the maintenance costs and emergency repair costs are reduced. Utilizing a competing service company would require new and additional training and may cause downtime to critical system because of the unfamiliarity by this vendor.

**Scope of services:**

In the course of the normal day to day maintenance of the Department's Schneider Electric/Continuum building automation system, labor and materials are needed to preserve the full functionality of the systems in all of the Department's buildings. In addition to the planned Service and Maintenance Contract, provided by JSC, emergency service is required on an as-needed basis. The Scope of Services shall include receiving work orders from the Public Works Department and based on approvals, making the necessary repairs. Pricing (either on a time and material or quoted basis) shall reflect the current in force service contract labor rates and material discounts.

In summary, competing service companies may present minor savings in up-front costs but will certainly be more expensive to the public works department during the life of the equipment.

Hopefully this information will assist you.

If you have any other questions, don't hesitate to contact me.

Sincerely,

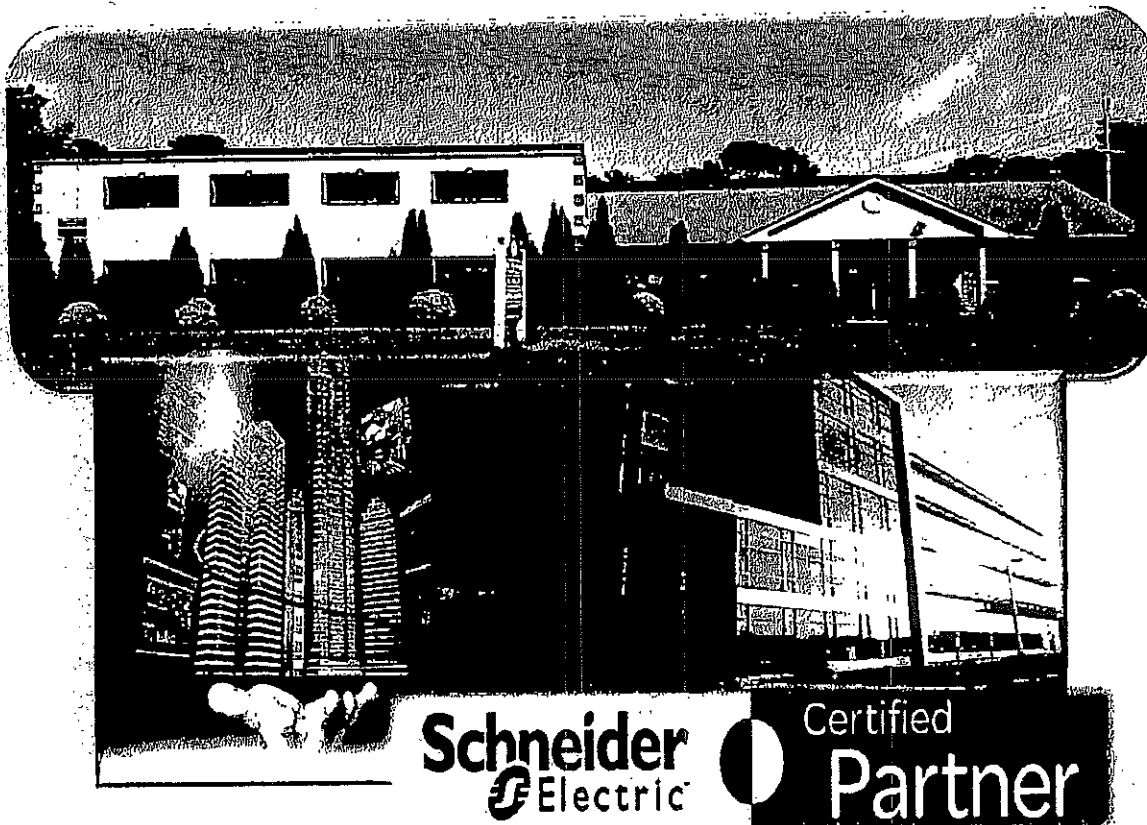
*John Crescenzo*  
Vice President



**SERVICE DIVISION**

**- COMMITMENT TO EXCELLENCE -**

**Andover Controls by Schneider Electric**  
**Automatic Temperature and Direct Digital Control Systems**



## **Building Automation System Service Agreement**

**Prepared for:**

**Jersey City Municipal**  
13 Linden Ave. East  
Jersey City, New Jersey, 07306

**Jersey State Controls**  
1105 Industrial Parkway  
Brick, New Jersey 08724  
Phone: 732-206-0010  
Fax: 732-206-0080



## **1. Jersey State Controls Service Team**

Jersey State Controls has assembled a specialized team to provide you with industry-leading building services. Your service team will work with you to help you derive the highest value from your building systems investment and assist you in reducing your energy and operating costs, while maintaining the highest levels of occupant comfort, safety and productivity.

This team will facilitate a smooth integration of our service activities into your normal business activities. The team will strive to meet your business objectives, provide effective lines of communication and provide continuity through the JSC personnel who execute your service program, so that your service is delivered in a seamless, transparent manner.

Your service team includes the following JSC professionals:

- **JSC** will assign a primary service technician. He will be performing the service and repair functions for your JSC BMS and related HVAC equipment whenever possible. In the event that the primary service technician is not available, we will then assign the secondary technician.
- A **secondary service technician** will serve as backup whenever the primary service technician is not available. A technician from our Service Department or Start-up group will be selected to assist whenever necessary.
- **Dennis Chiaravalle** is your service coordinator. **Dennis** is responsible for scheduling all maintenance program services. **Dennis** can be reached at 732-206-0010 ext. 13 for emergency service or normal service requests.





## 2. YOUR AGREEMENT INVESTMENT

Jersey City Municipal - DPW

This service agreement will be for a term of **12 months** beginning on **May 10, 2018**.

This agreement will renew annually, unless either party decides to cancel the services covered or the annual investment. **Purchaser** annual investment in this program is shown below:

| DESCRIPTION                                       | PRICE       | TERM        |
|---------------------------------------------------|-------------|-------------|
| Service Agreement: May 10, 2018 thru May 9, 2019: | \$33,000.00 | 12 Months   |
| Quarterly payment:                                | \$8,250.00  | Per Quarter |

For services designated herein and included in attached addendums, **Purchaser** agrees to pay **Jersey State Controls** the amount of: **Thirty Three Thousand Dollars (\$33,000.00)**, due and payable at time of acceptance. A Payment Convenience Plan is available. **Please remit \$8,250.00 if quarterly payments are desired.** This amount does not reflect any applicable taxes. Applicable taxes will be added to the invoice sent to you by Jersey State Controls. **Jersey State Controls must be presented with either a tax-exempt certificate or a re-sale certificate if taxes are not to be applied.**

The annual agreement price shown above can only be adjusted if equipment as described in the attachment is added or deleted from the original agreement. Price adjustments after Year One are discussed in the terms and conditions of this agreement.

**Payment terms will be no greater than 30 days after Jersey State Controls invoice date. Jersey State Controls reserves the right to discontinue its service any time payments have not been made as agreed. Failure to make payments when due or impairment of Purchaser credit shall relieve Jersey State Controls of any and all obligations pertaining to work or performance of work.**





## Building Management System Services for: Jersey City Municipal

### Service Agreement Options

*The options checked below are included in your service agreement*

☒ **Planned Maintenance**

- ◆ Agreement includes planned maintenance on critical pieces of equipment in your building management system (BMS) network.
- ◆ JSC will check those field devices, controllers, and network elements as indicated below. This is recommended for all sites to maintain original condition of installed and commissioned systems. This is accomplished by providing necessary testing and calibration, identifying defects and potential problem areas, and reducing the likelihood that emergencies will occur.
- ◆ After completion, you will receive a planned maintenance finding report for your records.
- ◆ JSC will perform **24 site visits** per year and perform the following functions.
- ◆ JSC will provide data collection and trending for HVAC equipment.
- ◆ All meters will be tested and calibrated monthly.

☒ **Workstations and Peripherals**

☒ **Normal Business Hours**    ☐ **After Hours**

- ◆ This option includes planned maintenance routines performed on all your building management (BMS) workstations.
- ◆ Includes checking workstation operation including fan operation, hard drive errors, operating system updates, and hard drive de-fragmentation, if required.
- ◆ Planned maintenance will be performed during normal business hours (8:00 am to 4:30 pm, Monday - Friday), with the option for after-hours arrangements

☒ **Preferred Customer Rates**

Standard with any service contract, JSC's Preferred Customer Rates (see attached schedule) are extended to all billable hours and parts. Having a service contract can save over \$39/hour plus 20-50% savings on parts.



☒ **Field Devices**

☒ **Normal Business Hours**

☐ **After Hours**

- ◆ This option includes planned maintenance routines performed on field devices connect to field controllers.
- ◆ Includes calibrating field devices' inputs and outputs and adjusting offsets in field controllers as needed. Results of the calibration will verify accuracy of critical system components and identify any potential problems or component failure beyond calibration.
- ◆ Planned maintenance will be performed during normal business hours (8:00 a.m. to 4:30 p.m., Monday - Friday), with the option for after-hour arrangements.

☒ **Priority Telephone Assistance**

- ◆ This option provides access to our Emergency Service call line, which enables you to access to our pool of on-call engineers. Upon placing a call, you will be asked details about your site and system, and your contact number. An engineer will then contact you to discuss the problem and will attempt to identify the solution over the telephone.
- ◆ Should the engineer be unable to identify the solution remotely, he will then advise you of the initial cost of a site visit (if applicable) and the availability of an engineer. Subscription to 24/7 Emergency Service is available for an annual fee. Labor and materials will be billed at preferred rates with a four-hour minimum charge.

☒ **Remote Support**

We recommend including remote support in your service agreement, whether it's over the web, through a modem, or even over the telephone (method will depend on your system type.)

- ◆ A service engineer or programmer will assist you with troubleshooting software programs, PID loops, and any other issues with which you need assistance.
- ◆ The on-line support agreement price will include fixed number of support hours, including remote communications charges.
- ◆ Customer is responsible for a local communications costs.
- ◆ This option includes 15 hours (deducted at minimum 15 minute intervals) to be used during the contract period.



☒ **Database Protection**

- ◆ The database protection option prepares your system to be restored in the event of damage to the system or the information contained in it. Upon completion of the backup, you will receive a copy of the backup and another copy will be stored off-site (with your approval) at our local office. This provides additional protection in the event of damage to your on-site copy.
- ◆ Backup frequency will depend on your facility's needs, size, system activity, and system sensitivity.
- ◆ This agreement will include 2 backup routines a year, performed on the entire BMS system, including the front-end workstation and / or servers, as well as your entire network of field-mounted controllers.
- ◆ Backups will be performed during normal business hours (8:00 a.m. to 4:30 p.m.) on a predefined date, as indicated in your service agreement.

☒ **Critical Alarm Monitoring**

☒ **With an Annual Site Visit**

☐ **Without an Annual Site Visit**

- ◆ A site visit will insure that all components of the Critical Alarm System are functioning correctly prior to the start of the Heating Season or prior to a period of time that is critical to the Customer's operation. Account Management and Customer Internet Access are included at this level.
- ◆ An agreement without a site visit is not recommended. Critical Alarm component operation should be verified at least once a year to insure reliability. Account Management only is included at this level.

☒ **On-site/Local Training Option**

- ◆ This option provides on-site training at the customer's facility.
- ◆ Customers receive hardware or software training from a qualified instructor. The control system model and the experience level and number of attendees determine the curriculum.
- ◆ Includes review of customer's sequence of operations.
- ◆ Training provided will be two 4-hour sessions or one 8-hour session.



## TERMS AND CONDITIONS

- A. Planned and / or routine maintenance services provided under this agreement will be performed during normal working hours unless specifically stated in the contract.
- B. The guarantees and services provided under the scope of this agreement are conditioned upon Purchaser operating and maintaining systems / equipment. Purchaser will do so according to industry-accepted practices and in consideration of our recommendations.
- C. Purchaser will provide and permit reasonable access to all covered equipment. Jersey State Controls will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services, after the technician has verbally notified the customer that he has arrived on the premise.
- D. Jersey State Controls shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning, power fluctuations, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restriction, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief.
- E. In the unlikely event of failure by Jersey State Controls to perform the obligations in this contract, Jersey State Controls liability is limited to repair or replacement of product at its option, and such shall be Purchaser sole remedy. Under no circumstances will Jersey State Controls be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of Purchaser tenants or clients, or any special, indirect or consequential damages.
- F. The agreement does not include responsibility for system design deficiencies, such as, but not limited to, poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, or system operation.
- G. Jersey State Controls is not responsible for the removal or disposal of any hazardous materials or any cost associated with those materials unless otherwise specified in this agreement. Any charges incurred for their proper disposal will be borne by the customer and will be incremental to the contract price.
- H. The agreement does not include repairing any damage resulting from improper / inadequate water treatment or filter service not supplied by Jersey State Controls.
- I. This agreement does not include services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by Jersey State Controls. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.
- J. Jersey State Controls shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, federal, state, municipal or other authorities except as otherwise included in this agreement.
- K. This agreement does not include the cleaning of any air passages, grilles, or air balancing of systems.



- L. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- M. Jersey State Controls shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. Jersey State Controls shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this agreement. Jersey State Controls shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- N. Only Jersey State Controls personnel or agent are authorized to perform the work included in the scope of this agreement. Jersey State Controls may, at its option, cancel its obligations under this agreement should non-authorized individuals perform such work.
- O. This agreement and all rights hereunder shall not be assignable unless approved by Jersey State Controls in writing.
- P. In the event of additional freight, labor, or material costs resulting from Purchaser request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, Purchaser agrees to pay these additional costs at Jersey State Controls currently established rate.
- Q. Jersey State Controls scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Jersey State Controls encounters such material in performing its work, Jersey State Controls will have the right to discontinue work and remove its employees until the hazard is corrected by Purchaser or it is determined no hazard exists.
- R. This agreement contains the entire contract and the parties hereby agree that this agreement has been agreed to and the entire agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- S. This agreement does not include the disposal of hazardous waste.
- T. Purchaser agrees that in the event that there shall have been passed a federal and / or state law, which shall compel Jersey State Controls to contribute to a federal and / or state health plan for its employees, then the terms of this agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase Jersey State Controls cost to perform this contract.
- U. Purchaser acknowledges and agrees that any purchase order issued by Purchaser, in accordance with this agreement, is intended only to establish payment authority for Purchaser internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the Purchaser purchase order will have any force or effect.



- V. The Purchaser acknowledges that Jersey State Controls employees are valuable assets to Jersey State Controls Company. The Purchaser agrees to pay Jersey State Controls an amount equal to 12 months of salary for each Jersey State Controls employee who worked at Purchaser facility that is then hired by Purchaser at any time during the term of this agreement and for six months thereafter. In addition, Purchaser agrees to reimburse Jersey State Controls for all costs associated with any training Jersey State Controls provided to such employees during the three years before the date Purchaser hires such employees.
- W. This master service agreement will be for a term of one (1) year from the date hereof and from year to year thereafter until terminated. Either party may terminate this agreement at any time with 90 days written notice, with or without cause, provided, however, that if Purchaser cancels this agreement without due cause during the term of this agreement, Purchaser shall pay Jersey State Controls 25% of the annual price in addition to any previous amounts paid. The annual price of the service agreement shall be escalated at the anniversary of this agreement to reflect increases in labor and material costs as well as system expansion.





1105 Industrial Parkway, Suite B, Brick, NJ 08724  
 Phone 732-206-0010 Fax 732-206-0080

## HOURLY RATES FOR PROFESSIONAL AND TECHNICAL SERVICES

AGREEMENT CUSTOMER RATES APPLY TO PROVIDED SERVICES THAT ARE  
 OUTSIDE THE SCOPE OF THE SERVICES INCLUDED AT NO CHARGE BY A  
 CURRENT SERVICE AGREEMENT

|                 | AGREEMENT<br>CUSTOMERS | NON-AGREEMENT<br>CUSTOMERS |
|-----------------|------------------------|----------------------------|
| DDC TECHNICIAN  | \$ 138.00              | \$175.00                   |
| ELECTRICIAN     | 138.00                 | 175.00                     |
| HVAC MECHANIC   | 115.00                 | 135.00                     |
| ASST. TECH      | 90.00                  | 110.00                     |
| PANEL TECH      | 80.00                  | 110.00                     |
| ENGINEER        | \$ 145.00              | \$ 165.00                  |
| PROGRAMMER      | 145.00                 | 165.00                     |
| PROJECT MANAGER | 135.00                 | 165.00                     |
| CAD DRAFTER     | 95.00                  | 125.00                     |

### CUSTOMER DISCOUNT OFF MANUFACTURER'S LIST PRICE

|                     |         |                           |         |
|---------------------|---------|---------------------------|---------|
| ANDOVER CONTROLS    | 61% Off | New Equip List Price      | 10% Off |
| ANDOVER CONTROLS    | 40% Off | Repaired Equip List Price | 5% Off  |
| BELIMO PRODUCTS     | 62% Off | List Price                | 30% Off |
| PERIPHERAL PRODUCTS | 25% Off | List Price                | 5% Off  |

### RATE DIFFERENTIALS

WEEKDAYS (8:00am - 4:00pm): STRAIGHT TIME  
 OFF HOURS & SATURDAYS: TIME & ONE-HALF  
 SUNDAYS: DOUBLE TIME  
 HOLIDAYS: DOUBLE TIME & ONE-HALF

**ALL ON-SITE RATES ARE PORTAL TO PORTAL (MIN 4 HOURS)**

Effective May 10, 2018 - May 9, 2019



**For service during normal business hours  
Please Call - 732-206-0010**

**EMERGENCY SERVICE – AFTER HOURS**

**Jersey State Controls  
Facility Automation Systems**

**For AFTER HOURS Emergency Service**

**CALL 1-800-250-6323, then  
ENTER PIN# 732-929-7604#**

**Give the operator:**

- a) Your message, AND**
- b) The number where you can be reached  
INCLUDING AREA CODE**

**Direct to pager**

**Dial 732-929-7604**

**After the beeps, enter your call back number  
INCLUDING AREA CODE then the # Sign**

**We will get back to you as soon as possible!**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** JERSEY STATE ENERGY CONTROLS, INC.

**Trade Name:** JERSEY STATE CONTROLS CO

**Address:** 1105 INDUSTRIAL PKWY STE B  
BRICK, NJ 08724-2593

**Certificate Number:** 0071497

**Effective Date:** April 20, 1983

**Date of Issuance:** April 11, 2018

**For Office Use Only:**

20180411110858070

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
**Required Pursuant To N.J.S.A. 19:44A-20.8**  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                             |                             |
|-----------------------------|-----------------------------|
| Steven Fulop for Mayor 2017 | Friends of Chris L. Gadsden |
| Lavarro for Councilman      | Friends of Richard Boggiano |
| Friends of Joyce Watterman  | Michael Yun                 |
| Friends of Daniel Rivera    | Osborne for Council         |
| Gujewski for Council        | Jermaine D. Robinson        |

**Part II - Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership      ☒ Corporation      ☐ Sole Proprietorship      ☒ Subchapter S Corporation  
☐ Limited Partnership      ☐ Limited Liability Corporation      ☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address   |
|------------------------------|----------------|
| MARK CRESCENZO               | 18 LAWRENCE DR |
|                              | BRICK NJ 08724 |
| JOHN J CRESCENZO             | 24 STONEHAM DR |
|                              | BRICK NJ 08724 |
|                              |                |
|                              |                |
|                              |                |
|                              |                |
|                              |                |
|                              |                |

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Jersey State Controls

Signed: \_\_\_\_\_ Title: Controller

Print Name: ELLEN NISSEN Date: 3.19.18

|                                                                                                                                 |                                                                                    |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>19<sup>th</sup></u> day of <u>March</u> , 2018                                           | <u>Ellen Nissen</u><br>(Affiant)                                                   |
| My Commission expires: <u>9-8-2019</u>                                                                                          | <u>ELLEN NISSEN Controller</u><br>(Print name & title of affiant) (Corporate Seal) |
| <u>Kathleen M. Francese</u><br>KATHLEEN M. FRANCESSE<br>NOTARY PUBLIC OF NEW JERSEY<br>ID # 2005331<br>My Comm. Expires 09/2019 |                                                                                    |



**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Jersey State Controls (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding May 2017 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Jersey State Controls

Signed: Ellen Nissen

Title: Controller

Print Name: ELLEN NISSEN

Date: 3.19.18

Subscribed and sworn before me  
this 19th day of March 2018.

My Commission expires: 9.8.2019

KATHLEEN M. FRANCESE  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2965331

My Commission Expires 9/8/2019

Ellen Nissen  
(Affiant)  
ELLEN NISSEN, CONTROLLER  
(Print name & title of affiant) (Corporate Seal)

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

### EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

✓ Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): KATHY FRANCESE

Representative's Signature: Kathy Francese

Name of Company: Jersey State Controls

Tel. No.: 732-206-0010 Date: 3.19.18

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the \_\_\_\_\_ of Jersey Auto Controls (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or services on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: KATHY FRANCESE  
Representative's Signature: Kathy Francesse  
Name of Company: Jersey Auto Controls  
Tel. No.: 732-206-6010 Date: 3.19.18



**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Jersey State Controls  
Address : 1105 Industrial Parkway, Bridgeton  
Telephone No. : 732-206-0010  
Contact Name : Kathy Frances

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**  
**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Jersey State Controls  
Address: 1105 Industrial Parkway, Brick, NJ  
Telephone No.: 732-206-0010  
Contact Name: Kathy Francis

Please check applicable category:

|                                                        |                                                                 |
|--------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE)    | <input checked="" type="checkbox"/> Neither                     |

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

Certification

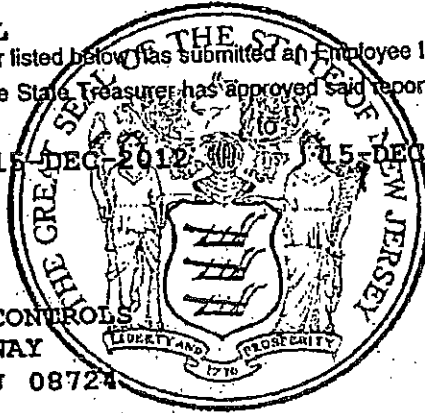
# CERTIFICATE OF EMPLOYEE INFORMATION REPORT<sup>6299</sup>

## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-DEC-2012 to 15-DEC-2019

JERSEY STATE ENERGY CONTROLS  
1105 INDUSTRIAL PARKWAY  
BRICK NJ 08724



Andrew P. Sidamoni-Eristoff  
State Treasurer



## State of New Jersey

PHILIP D. MURPHY  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026

SHEILA Y. OLIVER  
*Lt. Governor*

TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO  
*Acting State Treasurer*

### APPROVED

*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges JERSEY STATE CONTROLS INC as a Category 3 and 6 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at:  
[www.njportal.com/DOR/SBERegistry/](http://www.njportal.com/DOR/SBERegistry/).



*Peter Lowicki*

Peter Lowicki  
Deputy Director

Issued: 2/20/2018  
Certification Number: A0066-10

Expiration: 2/20/2021



## State of New Jersey

PHILIP D. MURPHY  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

SHEILA Y. OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUOIO  
*Acting State Treasurer*

### APPROVED

*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

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*Peter Lowicki*

Peter Lowicki  
Deputy Director

Issued: 2/20/2018  
Certification Number: A0066-10

Expiration: 2/20/2021

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-401  
Agenda No. 10.Z.13  
Approved: APR 25 2018  
TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GENE'S LANDSCAPING INC. FOR FERTILIZING, SEEDING, AND AERATION THROUGHOUT VARIOUS JERSEY CITY PARKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, there exists a need for fertilizing, seeding and aeration at various parks throughout the City of Jersey City (City); and

**WHEREAS**, in conformity with N.J.S.A. 40A:11-6.1(a) the City of Jersey City ("City") solicited three quotes, including one from Gene's Landscaping Inc., 13 Edgebrook Lane, Airmont, New York 10952 in the total amount of thirty nine thousand, six hundred dollars (\$39,600.00); and

**WHEREAS**, the Purchasing Director believes the proposal of Gene's Landscaping Inc., attached hereto, to be most advantageous, price and other factors considered; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Director of the Division of Park Maintenance has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

**WHEREAS**, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

**WHEREAS**, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of \$3,000.00 are available in the Operating Account.

| Account           | PO #   | Total Contract | Temp Encumbrance |
|-------------------|--------|----------------|------------------|
| 01-201-28-375-312 | 128529 | \$39,600.00    | \$3,000.00       |

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. A contract award to Gene's Landscaping Inc. in the amount of \$39,600.00 for fertilizing, seeding and aeration at various parks is authorized.
2. The term of the contract shall be effective March 29, 2018 through November 30, 2018.
3. Upon certification by an official or employee of the City authorized to administer the contract met, the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(Continue on page 2)

City Clerk File No. Res. 18-401Agenda No. 10.Z.13TITLE: **APR 25 2018****RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GENE'S LANDSCAPING INC. FOR FERTILIZING, SEEDING, AND AERATION THROUGHOUT VARIOUS JERSEY CITY PARKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE**

4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2018 fiscal year permanent budget.

Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution..

| Account           | PO #   | Total Contract | Temp Encumbrance |
|-------------------|--------|----------------|------------------|
| 01-201-28-375-312 | 128529 | \$39,600.00    | \$3,000.00       |

Approved by:

Peter Folgado, Director of Purchasing,  
QPA, RPPO

March 14, 2018

Date

PF/pv/RR  
3/14/18

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: Donna Mauer

Business Administrator

Robert Byrne  
Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18 |     |     |      |               |     |     |      |               |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMANN    | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.  
Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO GENE'S LANDSCAPING INC. FOR FERTILIZING, SEEDING, AND AERATION THROUGHOUT VARIOUS JERSEY CITY PARKS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE.**

**Project Manager**

|                     |              |                  |
|---------------------|--------------|------------------|
| Department/Division | DPW          | Park Maintenance |
| Name/Title          | Sammy Ocasio | Director         |
| Phone/email         | 201-547-4449 | socasio@icnj.org |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The purpose of this resolution is to provide:

- ↓ To provide fertilizers at various locations.
- ↓ Includes limestone grass seed and aeration.
- ↓ All materials and labor provided.
- ↓ DPW spent about \$39,000.00 in 2017.

**Cost (Identify all sources and amounts)**

01-201-28-375-312 (Parks operating)  
Contract Amount=\$39,600.00  
Temp. Encumbrance=\$3,000.00

**Contract term (include all proposed renewals)**

Contract is valid only through December 31, 2018.

**Type of award**

Non Fair and Open

If "Other Exception", enter type  
Additional Information

- Three (3) quotes received:
- ↓ Gene's Landscaping for \$39,600.00
  - ↓ Green Laws Plus for \$48,645.00
  - ↓ National Lawn and Equipment for \$49,300.00

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

3/13/18

Signature of Purchasing Director

Date

3/15/18




## DETERMINATION OF VALUE CERTIFICATION

I, Patrick G. Stamato, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need for fertilizers, limestone grass seed and aeration at various locations
3. The City informally solicited quotations for such services.
4. The Department's recommendation is to award a contract to Gene's Landscaping Inc...
5. The cost of the Contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

3/13/18

  
Patrick G. Stamato, DPW Director

**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE****Taxpayer Name:** GENE'S LANDSCAPING INC.**Trade Name:****Address:** 50 LINDEMANN AVE  
CLOSTER, NJ 07624**Certificate Number:** 0520233**Effective Date:** March 17, 1987**Date of Issuance:** March 13, 2018**For Office Use Only:**

20180313112456143

GENE'S LANDSCAPING  
13 Edgebrook lane  
Airmont N.Y. 10952  
845-368-3143  
Cell- 201-538-8451

Proposal

2018 Fertilizer , limestone Grass seed and Aeration for various locations  
(see attached)  
March 1<sup>st</sup> through November 30<sup>th</sup> 2018

- 1-Bayside
- 2- Benson Park
- 3-Berry Lane Field
- 4-Roberto Clemente LL
- 5-Cochrane Stadium Caven Point complex
- 6-Gateway Park complex
- 7-Enos Jones includes Franco Field
- 8-Lincoln Park West
- 9-Pershing field
- 10-Metro Field
11. Roberto Clemente sports complex

proposal 39,600.00

Sincerely

Gene Fox  
Genes Landscaping Inc

## **GREEN LAWNS PLUS**

**441 State Highway Rt. 17 North  
Mahwah N.J. 07430**

**January 24 2018**

**Mr. Ocasio,**

**Quote for proposed chemicals and seed for 2018  
Applications from March 1 through November 30th**

**5 applications of fertilizer, on all areas as in below  
1 application of crab grass preventer on all areas  
plug and seed all areas  
1 application of limestone**

**The following sports areas  
Bayside, Berry lane, Benson Park, Roberto Clemente and Roberto  
clement Little league, Cochrane stadium complex, Gateway park, Enos  
Jones Franco field, Lincoln park west, Pershing field and metro field.**

**All material and Labor 48,645.00**

**Thank you**

**Green Lawns Plus**

# INVOICE

## NATIONAL LAWN & EQUIPMENT

305 Island Road  
Mahwah, New Jersey 07430  
Tel: 201-034-5454 • Fax: 201-934-8920

DATE: 1/20/18

INV. No.: \_\_\_\_\_

REF.: \_\_\_\_\_

TO: Mr Ocasim  
Dept of Forestry  
Perryville, NJ. 07305



Lawn & Garden Supplies  
Equipment Sales, Parts & Repairs

| Quantity | Description                                          | Unit Price | AMOUNT                |
|----------|------------------------------------------------------|------------|-----------------------|
|          | <u>Property</u>                                      |            |                       |
|          | Follow Locations: Bayside, Benson, Barny Lane,       |            |                       |
|          | Roberts Clemons, Roberts Clemons Little League,      |            |                       |
|          | Caver Road, Gateway complex, Enos Jones Franco Field |            |                       |
|          | Lincoln Park west, Pershing Field, metro field       |            |                       |
| 5        | Application of fertilizer on all areas               |            |                       |
| 1        | Application of crabgrass preventive                  |            |                       |
|          | Plug, reseed, seed all areas                         |            |                       |
| 1        | Application of Lime.                                 |            |                       |
|          | all material + labor                                 |            | 49,300. <sup>00</sup> |
|          | DEPOSIT                                              |            |                       |
|          | BALANCE                                              |            |                       |

TOTAL



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0520233 FOR GENE'S LANDSCAPING INC. IS VALID.



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY

Division of Public Contracts Equal Employment Opportunity Compliance

**DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST**

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable)  
MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

**SECTION A - COMPANY IDENTIFICATION**

|                               |                                                         |                                |                                     |
|-------------------------------|---------------------------------------------------------|--------------------------------|-------------------------------------|
| 1. FID NO. OR SOCIAL SECURITY | 2. ASSIGNED CERTIFICATION NUMBER<br><u>13VH05755100</u> | ISSUE DATE<br><u>2/03/2017</u> | EXPIRATION DATE<br><u>7/31/2018</u> |
|-------------------------------|---------------------------------------------------------|--------------------------------|-------------------------------------|

3. COMPANY NAME

Gene Landscaping Inc

|                                    |                       |                     |                    |                          |
|------------------------------------|-----------------------|---------------------|--------------------|--------------------------|
| 4. STREET<br><u>13 Edgemoor Ln</u> | CITY<br><u>Albion</u> | COUNTY<br><u>NY</u> | STATE<br><u>NY</u> | ZIP CODE<br><u>10932</u> |
|------------------------------------|-----------------------|---------------------|--------------------|--------------------------|

5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE

☐ 1. Lost Certificate ☐ 2. Damaged ☐ 3. Other (Specify)

**SECTION B - SIGNATURE AND IDENTIFICATION**

|                                                                       |                                 |                           |                                          |          |                                   |
|-----------------------------------------------------------------------|---------------------------------|---------------------------|------------------------------------------|----------|-----------------------------------|
| 6. NAME OF PERSON COMPLETING FORM (Print or Type)<br><u>Evgen Fox</u> | SIGNATURE<br><u>[Signature]</u> | TITLE<br><u>President</u> | DATE<br>MO DAY YEAR<br><u>02 06 2018</u> |          |                                   |
| 7. ADDRESS NO. & STREET                                               | CITY                            | COUNTY                    | STATE                                    | ZIP CODE | PHONE (AREA CODE, NO., EXTENSION) |

I certify that the information on this form is true and correct.

**SECTION C - OFFICIAL USE ONLY**

|                |                           |
|----------------|---------------------------|
| RECEIVED DATE: | DIVISION OF REVENUE DLN#: |
|----------------|---------------------------|

**INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST**

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

ITEM 3 - Enter the name by which the company is identified.

ITEM 4 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 5 - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

ITEM 6 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 7 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:

NJ Department of the Treasury  
Division of Public Contracts  
Equal Employment Opportunity Compliance  
PO Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE

CA-20

511221058

NOT AN  
ELECTRICIAN'S  
OR PLUMBER'S  
LICENSE

State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Division of Consumer Affairs

HAS REGISTERED

GENE'S LANDSCAPING INC.  
Eugene Fox  
15 Edgebrook Lane  
Monsey NY 10952

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Division of Consumer Affairs  
HAS REGISTERED  
GENE'S LANDSCAPING INC.  
Home Improvement Contractor

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE

02/03/2017 TO 03/31/2018

SIGNATURE

*[Signature]*

DIRECTOR

13VH05755100

License/Registration Certificate #

02/03/2017 TO 03/31/2018  
VALID

13VH05755100  
LICENSE/REGISTRATION/CERTIFICATION #

*[Signature]*  
DIRECTOR

Signature of Licensee/Registrant/Certificate Holder

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION/  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:  
Division of Consumer Affairs  
P.O. Box 46016  
Newark, NJ 07103

PLEASE DETACH HERE

GENE'S LANDSCAPING INC. EXPIRATION DATE 2018  
YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 13VH 05755100 . PLEASE USE IT IN ALL  
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS . USE THIS SECTION TO REPORT ADDRESS  
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED  
BELOW

Division of Consumer Affairs  
P.O. Box 46016  
Newark, NJ 07103

PRINT YOUR NEW ADDRESS OF RECORD BELOW  
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON  
YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE  
AVAILABLE TO THE PUBLIC

HOME ☐  
BUSINESS ☐

PRINT YOUR NEW MAILING ADDRESS BELOW  
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY  
THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL  
CORRESPONDENCE

HOME ☐  
BUSINESS ☐

TELEPHONE  
INCLUDE AREA CODE

TELEPHONE  
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be  
with in reasonable proximity of your original license/registration/certificate at your principal office or place of business.



# STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY

## Division of Contract Compliance & Equal Employment Opportunity

### VENDOR ACTIVITY SUMMARY REPORT

☐ NEW HIRES ☐ PROMOTIONS ☐ TRANSFERS ☐ TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. \_\_\_\_\_ DATES OF PAYROLL PERIOD USED: FROM \_\_\_\_\_ TO \_\_\_\_\_  
 NAME OF FACILITY: \_\_\_\_\_

Geos Landscaping Inc  
 13 Edgebrook Ln  
 Allentown NJ 08902  
 State Zip Code  
 NJ 08902

| JOB CATEGORIES       | MALE  |       |          |            |       | FEMALE   |       |       |          |            |       |          |
|----------------------|-------|-------|----------|------------|-------|----------|-------|-------|----------|------------|-------|----------|
|                      | Total | Black | Hispanic | AM. Indian | Asian | Non-Min. | Total | Black | Hispanic | AM. Indian | Asian | Non-Min. |
| OFFICIALS & MANAGERS |       |       |          |            |       |          |       |       |          |            |       |          |
| PROFESSIONALS        |       |       |          |            |       |          |       |       |          |            |       |          |
| TECHNICIANS          |       |       |          |            |       |          |       |       |          |            |       |          |
| SALES WORKERS        |       |       |          |            |       |          |       |       |          |            |       |          |
| OFFICE & CLERICAL    |       |       |          |            |       |          |       |       |          |            |       |          |
| CRAFTWORKERS         |       |       |          |            |       |          |       |       |          |            |       |          |
| OPERATIVES           |       |       |          |            |       |          |       |       |          |            |       |          |
| LABORERS             | 1     |       | 1        |            |       |          |       |       |          |            |       |          |
| SERVICE WORKERS      |       |       |          |            |       |          |       |       |          |            |       |          |
| TOTAL                | 1     |       | 1        |            |       |          |       |       |          |            |       |          |

I certify that the information on this form is true and correct.

NAME OF PERSON COMPLETING FORM (Print or Type)

LAST FIRST MI

SIGNATURE

DATE SUBMITTED

Eugene W Fox

2/6/18

ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)

13 Edgebrook Ln Allentown NJ 08902

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: EVGEN FOR PRESIDENT  
Representative's Signature: [Signature]  
Name of Company: Green Land Scapes Inc  
Tel No.: 201-538-8481 Date: 7/6/18

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Gene's Landscaping Inc  
Address : 13 Edgemoor Ln Airmont NY 10912  
Telephone No. : 201-538-8451  
Contact Name : Eugene Fox

Please check applicable category:

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)  
☒ Woman Owned business (WBE) ☐ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa.

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Green Landscaping Inc  
Address: 13 Edgemoor w N. 10th St 10902  
Telephone No.: 201-538-8401  
Contact Name: Eugene Fox

Please check applicable category:

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)  
☒ Woman Owned business (WBE) ☐ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gene's Landscaping, Inc. (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Gene's Landscaping, Inc. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

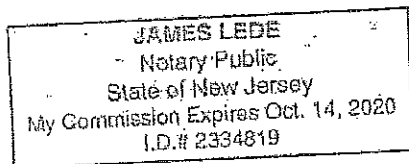
Name of Business Entity: Gene's Landscaping, Inc.

Signed: [Signature] Title: President

Print Name: Eugene Fox Date: 2/6/18

Subscribed and sworn before me  
this 6<sup>th</sup> day of February, 2018.  
My Commission expires:

[Signature]  
(Affiant)  
James LeDe  
(Print name & title of affiant) (Corporate Seal)



\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations; and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Eugen For President

Representative's Signature: [Signature]

Name of Company: Gen. Landscaping, Inc.

Tel. No.: 201-518 8401 Date: 8/6/11

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavarro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II - Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership    
 ☒ Corporation    
 ☐ Sole Proprietorship    
 ☐ Subchapter S Corporation  
☐ Limited Partnership    
☐ Limited Liability Corporation    
☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                       |
|------------------------------|------------------------------------|
| Lisa Fox                     | 13 Edgebrook W. Newark, N.J. 07102 |
| EUGENE FOX                   | " " " "                            |
| Jessica Fox                  | " " " "                            |
| Amy Fox                      | " " " "                            |
|                              |                                    |
|                              |                                    |
|                              |                                    |
|                              |                                    |
|                              |                                    |
|                              |                                    |
|                              |                                    |

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Gene Landscaping Inc  
 Signature of Affiant: [Signature] Title: President  
 Printed Name of Affiant: EUGENE FOX Date: 2-7-2018

Subscribed and sworn before me this 7 day of February, 2018

My Commission expires:

**FARANAK HADJI**  
 Notary Public  
 State of New Jersey  
 My Commission Expires June 10, 2020  
 L.E.# 50017543

[Signature]  
 Faranak Hadji (Witnessed or attested by)  
 (Seal)

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I - Vendor Information

|              |                      |        |       |
|--------------|----------------------|--------|-------|
| Vendor Name: | Gene Landscaping Inc |        |       |
| Address:     | 13 Edgemoor Ln       |        |       |
| City:        | W. Amherst           | State: | NY    |
|              |                      | Zip:   | 10451 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Eugene Fox  
Printed Name

President  
Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page \_\_\_\_ of \_\_\_\_

[illegible]☐ Check here if the information is continued on subsequent page(s)

Certification 58930

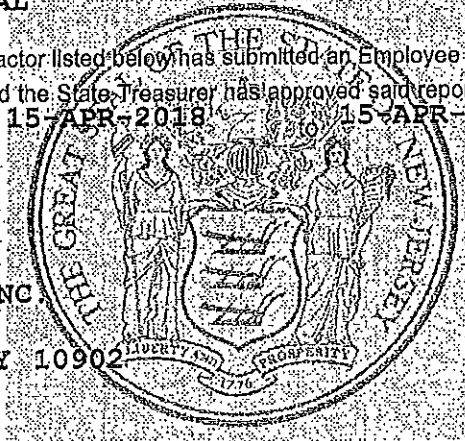
# **CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-APR-2018~~ to ~~15-APR-2025~~

**GENES LANDSCAPING, INC.**  
**13 EDGEBROOK LANE**  
**PLYMOUTH**

**NY 10902**



*Elizabeth Maher Muoio*

**ELIZABETH MAHER MUOIO**  
**Acting State Treasurer**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-402

Agenda No. 10.7.14

Approved: APR 25 2018

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO THE DAWSON CORPORATION TO PROVIDE BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

### **COUNCIL**

**offered and moved adoption of the following Resolution:**

**WHEREAS**, the City of Jersey City advertised for the receipt of bids on March 13, 2018 to provide Beam Clay Baseball Diamond Mix for the Department of Public Works/Division of Park Maintenance; and

**WHEREAS**, this contract was bid as a one-year (1) open-end contract with the following minimum and maximum quantities specified:

|      | <u>Minimum</u> | <u>Maximum</u> |
|------|----------------|----------------|
| Tons | 1              | 900            |

**WHEREAS**, The Dawson Corporation, submitted the lowest bid with a unit cost of \$43.06 per ton; and

**WHEREAS**, the Purchasing Agent certified that he considers the bid submitted by The Dawson Corporation to be fair and reasonable; and

**WHEREAS**, the sum of **Ten Thousand (\$10,000.00) Dollars** is available in Operating Account #01-201-28-375-209; and

**WHEREAS**, the balance of the contract funds will be made available as orders are placed.

**NOW, THEREFORE**, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with The Dawson Corporation to provide Beam Clay Baseball Diamond Mix;
2. This contract is awarded as a one-year (1) open-end contract with a unit cost of \$43.06 per ton and the City reserves the right to extend the contract for up to two (2) additional one year terms pursuant to specifications and bids thereon;
3. The minimum quantity of tons under the contract shall be 1 and the maximum quantity shall be 900;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on page 2)

City Clerk File No. Res. 18-402  
 Agenda No. 10.7.14 **APR 25 2018**

TITLE: **RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO THE DAWSON CORPORATION TO PROVIDE BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

6. The award of this contract shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in the Account shown below:

**Department of Public Works/Div. of Park Maintenance**

| Acct #            | P.O #  | Temp. Encumb. | Amount      |
|-------------------|--------|---------------|-------------|
| 01-201-28-375-209 | 128818 |               | \$10,000.00 |

\* Approved by Peter Folgado 4/10/18  
 Peter Folgado, Director of Purchasing

PF/RR/PC  
 4/10/18

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: Pam Hall  
 Business Administrator

[Signature]  
 Corporation Counsel

Certification Required ☒

Not Required ☐

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18 |     |     |      |               |     |     |      |               |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMANN    | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
 Rolando R. Lavarro, Jr., President of Council

[Signature]  
 Robert Byrne, City Clerk

R.R.  
 4-12-18

## **RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AWARD OF AN OPEN - END CONTRACT TO THE DAWSON CORPORATION TO PROVIDE BEAM CLAY BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS / PARK MAINTENANCE**

### **Project Manager**

|                     |                              |                                                        |
|---------------------|------------------------------|--------------------------------------------------------|
| Department/Division | DPW                          | Park Maintenance                                       |
| Name/Title          | Sammy Ocasio                 | Confidential Assistant                                 |
| Phone/email         | 201-547-4449<br>201-356-7763 | <a href="mailto:socasio@icnj.org">socasio@icnj.org</a> |
|                     |                              |                                                        |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Contract Purpose**

- ✚ To provide beam clay baseball diamond mix
- ✚ \$43.06 per ton
- ✚ DPW spent \$27,200.00 in 2017

### **Cost (Identify all sources and amounts)**

01-201-28-375-209 (Park Operating)  
Contract Amount = \$38,754.00  
Temporary Encumbrance = \$10,000.00

### **Contract term (include all proposed renewals)**

April 26, 2018 to April 25, 2019. Contract has two one year options to renew.

### **Type of award**

Public Bid

If "Other Exception", enter type

### **Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

4/5/18  
Date

Signature of Purchasing Director

4/10/18  
Date

# RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0182745

PO # 128818

DEPT/DIV: Dpw/Park Maintenance

SUBJ: Beam Clay Baseball Diamond Mix

## GOODS & SERVICES NON BIDS

|                                                   | Amending | Emergency | EUS | GSA | Ordinance | Pay to Play | Prof Service | State Contract | Library | Resolution |
|---------------------------------------------------|----------|-----------|-----|-----|-----------|-------------|--------------|----------------|---------|------------|
| Quote/Proposal/Agreement                          |          |           |     |     |           |             |              |                |         |            |
| EEO/AA Compliance                                 |          |           |     |     |           |             |              |                |         |            |
| BRC/Validation                                    |          |           |     |     |           |             |              |                |         |            |
| Pay-to-Play, Political Contribution/B.E.D.        |          |           |     |     |           |             |              |                |         |            |
| Legislative Fact Sheet/<br>Determination of Value |          |           |     |     |           |             |              |                |         |            |

## BIDS

|                                                   | Good & Services | Construction | RFP'S | RFQ'S | Resolution |
|---------------------------------------------------|-----------------|--------------|-------|-------|------------|
| Proposal Page/Amounts                             | X               |              |       |       | X          |
| EEO/AA Compliance                                 | X               |              |       |       |            |
| BRC/Validation                                    | X               |              |       |       |            |
| Certification Regarding Suspension/Debarment      | X               |              |       |       |            |
| Legislative Fact Sheet/<br>Determination of Value | X               |              |       |       |            |

Notes:

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STEVEN M. FULOP  
Mayor of Jersey City

**CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS**

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803



PATRICK G. STAMATO  
Director

**Date:** April 5, 2018  
**To:** Peter Folgado, Purchasing Director  
**From:** Patrick G. Stamato, DPW Director  
**Subject :** Recommendation Letter ( Beam Clay Baseball Diamond Mix)

Please be advised, after a careful and thorough review of bids received on March 13, 2018 Beam Clay Diamond Mix, I recommend that the contract be awarded to the vendor listed below:

| <u>VENDOR NAME</u>     | <u>REQUISITION #</u> | <u>ACCOUNT #</u>  | <u>CONTRACT AMOUNT</u> | <u>TEMPORARY AMOUNT</u> |
|------------------------|----------------------|-------------------|------------------------|-------------------------|
| THE DAWSON CORPORATION | 0182745              | 01-201-28-375-209 | \$38,754.00            | \$10,000.00             |

Please proceed and utilize the following requisition listed above. Kindly draft the awarding resolution for the April 25, 2018 Council meeting.

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

Patrick G. Stamato, Director

PS/sb

C:

Hector Ortiz, Asst. DPW Director  
Raquel Tosado, Contracts Manager  
Sammy Ocasio, Parks Director  
Steve Miller, Confidential Assistant  
Eileen McCabe, Sr. Adm Analyst  
Zakia Gregory, Asst. Spvr Accounts  
Elizabeth Harley, Asst. Spvr Accounts  
Nicole Greiner, Sr. Acct Clerk  
Paola Campbell, Purchasing Assistant



STEVEN M. FULOP  
Mayor of Jersey City

**CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS**

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803



PATRICK G. STAMATO  
Director

Date: March 27, 2018

From: Sammy Ocasio, Director, Division of Park Maintenance

To: Patrick Stamato, Director, Department of Public Works  
Hector Ortiz, Asst. Director, Department of Public Works

Subject: Recommendation – Beam Clay Baseball Diamond Mix


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After reviewing the two (2) bids received and soil testing recommendation.  
I recommend that the contract be awarded to The Dawson Corporation in the amount of  
\$38,754.00.

The Dawson Corporation  
631 Wright Debow Road  
Jackson, New Jersey 08527  
Attn: Robert L. Swain, President  
Tel: 732-928-0600

If you have any questions please contact me at extension 4449.

Thank you



Sammy Ocasio, Director  
Division of Park Maintenance

C: Silendra Baijnauth, Fiscal Officer, Department of Public Works



**BID PROPOSAL/DOCUMENTS**  
**Beam Clay Baseball Diamond Mix**  
**DPW/Division of Park Maintenance**

Zero (0) is the minimum, nine hundred (900) is the maximum. Materials are to be delivered to the Department of Public Works. Deliveries are to be in increments of 25 tons delivered to Public Works as needed.

The contract will be awarded based upon the grand total price for item one (1). If the Grand Total Price is found to have been incorrectly computed, change will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award.

Item #1. 900 -Tons @ \$ 43.06 per ton for a Total Cost of \$ 38,754.00  
Price In Figures Total Cost In Figures

Grand Total Bid Amount for 900 Tons of Beam Clay Baseball Diamond Mix

thirty eight thousand seven hundred fifty four 00/100  
Grand Total Bid Amount In Words

**Note:**

This contract will be awarded as an open-end contract. The minimum and maximum quantities for each item are as stated above. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached. The term of the contract is one year.

**GRAND TOTAL PRICE ITEMS # 1**

The City will use the grand total price calculated by using the maximum quantities stated for item 1.

The supplier shall be paid based on minimum and maximum quantities used, however, it shall not exceed the maximum quantity without prior issuance of a change order.

Thirty Eight Thousand Seven hundred (In Writing) \$ 38,754.00 (In Figures)  
Fifty four <sup>00</sup>/<sub>100</sub>

The contract will be awarded based on the grand total amount for Item 1. If the grand total price is found to have been incorrectly computed, change will be made in any and all unit prices so as to attain conformity with the grand total price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have options to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

**NOTE:** A bid must be entered for all items. Award of contract shall be based on all items being supplied by one supplier. Failure to bid any one item will result in the automatic rejection of the bid at the bid reception.

1. **VENDOR WILL BE REQUIRED TO DELIVER MATERIALS AS AND WHEN NEEDED AT NO ADDITIONAL COST TO THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE, AT 13-15 LINDEN AVENUE EAST, JERSEY CITY, NEW JERSEY, WITHIN TWO BUSINESS DAYS OF VENDOR'S RECEIPT OF THE CITY'S FAXED PURCHASE ORDER.**
2. **THE TERM OF THE CONTRACT SHALL BE ONE-YEAR COMMENCING 01 DAYS AFTER THE CONTRACT AWARD BY THE CITY COUNCIL. BID PRICES SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT.**
3. **BID PROPOSAL MUST COMPLY STRICTLY IN ACCORDANCE WITH SPECIFICATIONS LISTED HEREIN. VENDOR MUST WRITE BRAND NAMES OR MANUFACTURER IN THE SPACE PROVIDED ABOVE.**
4. **ALL BIDDERS ARE REQUIRED TO SUBMIT A BID BOND OR CERTIFIED CHECK FOR 10% OF THE TOTAL BID AMOUNT. A PERFORMANCE BOND IS NOT REQUIRED FOR THIS CONTRACT.**
5. **THE CITY OF JERSEY CITY WILL AWARD THE CONTRACT BASED ON THE GRAND TOTAL PRICE FOR ITEM 1. FAILURE TO BID ON ANY ONE ITEM WILL RESULT IN THE REJECTION OF THE BID.**

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:3-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:3-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Robert L. Surin President

Representative's Signature:

Name of Company:

The Dawson Corporation T/A Windsor Soil Company

Tel. No.:

732-928-0600

Date:

3-7-18

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Robert L. Serin

Representative's Signature: \_\_\_\_\_

Name of Company: The Dawson Corporation T/A Windsor Sr. Company

Tel. No: 132 928 1100

Date: 3-7-88

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name :

The Dawson Corporation T/A Windsor Soil Company

Address :

651 Wright Delmar Rd. Jackson, NJ 08527

Telephone No. :

732-928-0600

Contact Name :

Robert L. Surin

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned  
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native.** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: The Dawson Corporation TLA Windrock Oil Company  
Address: 1031 Wright Debow Rd Jackson, NJ 08027  
Telephone No.: 732-928-0600  
Contact Name: Robert L. Surin

Please check applicable category:

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

09/13/01

THE DAWSON CORPORATION  
P O BOX 400  
CLARKSBURG NJ 08510

Taxpayer Identification# 222-088-279/000

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,

*Patricia A. Chiacchio*

Patricia A. Chiacchio  
Director, Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

THE DAWSON CORPORATION

TAXPAYER IDENTIFICATION#

222-088-279/000

ADDRESS

P O BOX 400  
CLARKSBURG NJ 08510

EFFECTIVE DATE:

10/14/75

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

0066741

ISSUANCE DATE:

09/13/01

*Patricia A. Chiacchio*  
Director, Division of Revenue



## New Jersey Division of Revenue

Revenue

NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0066741 FOR THE DAWSON CORPORATION IS VALID.





Certificate Number  
606862

Registration Date: 06/20/2016  
Expiration Date: 06/19/2018



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

The Dawson Corporation  
**2016**

Responsible Representative(s):  
Robert Swain, President

A handwritten signature in black ink, reading "Harold J. Wirths".

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned  
and may be revoked for cause by the Commissioner  
of Labor and Workforce Development.

Certification 6413

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### RENEWAL

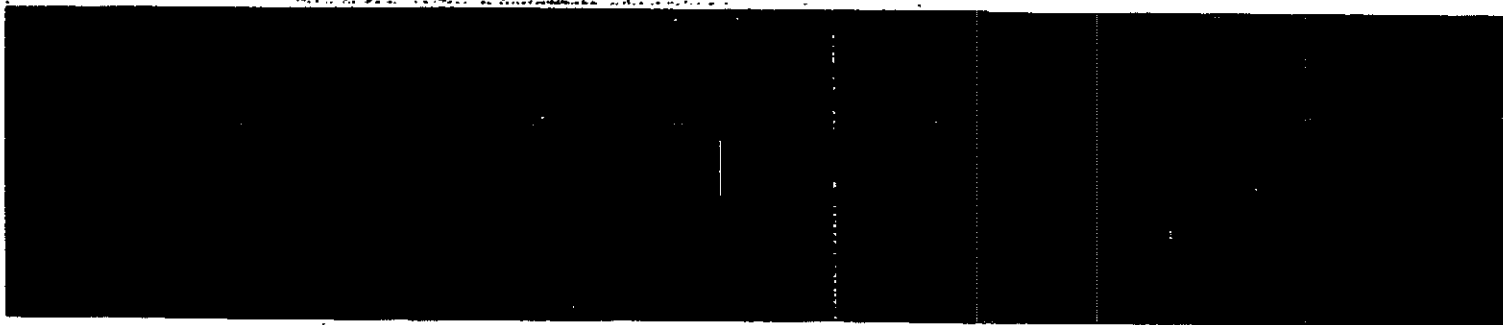
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 JAN-2013 to 15 JAN-2020

THE DAWSON CORP. T/A WINDSOR SOIL CO  
P.O. BOX 400  
CLARKSBURG  
NJ 08510



A handwritten signature in black ink, appearing to read "A. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer





Revenue NJBGS

## New Jersey Division of Revenue

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0066741 FOR THE DAWSON CORPORATION IS VALID.

VERIFIED  
PC

# Resolution of the City of Jersey City, N.J.

City Clerk File No. \_\_\_\_\_ Res. 18-403  
Agenda No. \_\_\_\_\_ 10.Z.15  
Approved: \_\_\_\_\_ APR 25 2018  
TITLE: \_\_\_\_\_



## RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH ATLANTIC COAST FIBERS, LLC FOR DISPOSITION OF MIXED PAPER AND COMMINGLED RECYCLING ITEMS ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE (3) MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, Atlantic Coast Fibers, LLC ("Atlantic Coast") markets post – consumer class "A" recyclables for disposition of mixed paper and commingled recycling items; and

**WHEREAS**, the Jersey City Incinerator Authority ("JCIA") entered into a contract on May 1, 2015 with Atlantic Coast Fibers, LLC to provide recycling services to the citizens of Jersey City; and

**WHEREAS**, this contract was at no cost to the JCIA and Atlantic Coast paid the JCIA for the recyclables; and

**WHEREAS**, Resolution No. 16.235, approved on April 13, 2016, authorized the City of Jersey City ("City") to assume the JCIA's contract with Atlantic Coast Fibers, LLC because of the dissolution of the JCIA on April 1, 2016; and

**WHEREAS**, the contract with Atlantic Coast Fibers, LLC will expire on April 30, 2018; and

**WHEREAS**, it is necessary to extend this contract on a month-to-month basis not to exceed three (3) months effective May 1, 2018 while the City prepares and bids a Request for Proposals (RFP) for a new recycling contract; and

**WHEREAS**, N.J.S.A. 40A:11-15 authorizes a contract extension provided that the contract has not yet expired and provided that the City has commenced the rebidding process; and

**WHEREAS**, funds paid to the City by Atlantic Coast Fibers, LLC will be deposited into the Department of Public Works operating account No. 01-201-26-290-314.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to extend the contract with Atlantic Coast Fibers, LLC entered into on May 1, 2015 for the disposition of mixed paper and commingled recycling items for the Department of Public Works / Division of Sanitation; and

City Clerk File No. Res. 18-403Agenda No. 10.7.15 **APR 25 2018**

TITLE:

**RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH ATLANTIC COAST FIBERS, LLC FOR DISPOSITION OF MIXED PAPER AND COMMINGLED RECYCLING ITEMS ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE (3) MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION**

- 2) The extension of the contract is on a month-to-month basis not to exceed three (3) months effective as of May 1, 2018.

April 10, 2018

APPROVED:

*Patrick G. Stamato*  
Patrick G. Stamato, DPW Director

APPROVED:

*Business Administrator*  
Business Administrator

APPROVED AS TO LEGAL FORM

*Corporation Counsel*  
Corporation Counsel

Certification Required ☐Not Required ☒

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18 |     |     |      |               |     |     |      |               |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMAN     | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Rolando R. Lavarro, Jr.*  
Rolando R. Lavarro, Jr., President of Council

*Robert Byrne*  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN EXTENSION OF A CONTRACT WITH ATLANTIC COAST FIBERS, LLC FOR DISPOSITION OF MIXED PAPER AND COMMINGLED RECYCLING ITEMS ON A MONTH-TO-MONTH BASIS NOT TO EXCEED THREE (3) MONTHS FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF SANITATION**

**Project Manager**

|                     |                 |                   |
|---------------------|-----------------|-------------------|
| Department/Division | DPW             | Director's Office |
| Name/Title          | Patrick Stamato | DPW Director      |
| Phone/email         | 201-547-4400    | pstamato@jcnj.org |
|                     |                 |                   |

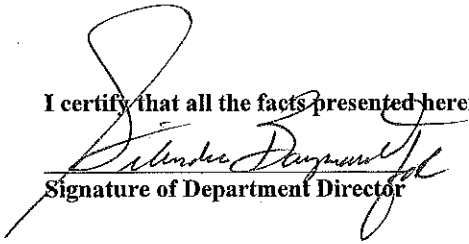
Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

- ✦ Atlantic Coast Fibers, LLC ("Atlantic Coast") markets post – consumer class "A" recyclables for disposition of mixed paper and commingled recycling items.
- ✦ The Jersey City Incinerator Authority ("JCIA") entered into a contract on May 1, 2015 with Atlantic Coast Fibers, LLC to provide recycling services to the citizens of Jersey City.
- ✦ This contract was at no cost to the JCIA and Atlantic Coast paid the JCIA for the recyclables.
- ✦ Resolution No. 16.235, approved on April 13, 2016, authorized the City of Jersey City ("City") to assume the JCIA's contract with Atlantic Coast Fibers, LLC because of the dissolution of the JCIA on April 1, 2016.
- ✦ The contract with Atlantic Coast Fibers, LLC will expire on April 30, 2018.
- ✦ N.J.S.A. 40A:11-15 authorizes a contract extension provided that the contract has not yet expired and provided that the City has commenced the rebidding process.
- ✦ Funds paid to the City by Atlantic Coast Fibers, LLC will be deposited into the Department of Public Works operating account No. 01-201-26-290-314.

**Cost (Identify all sources and amounts)****Contract term (include all proposed renewals)****Type of award** **If "Other Exception", enter type  
Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director04/10/18  
Date

## CLASS "A" RECYCLABLES PURCHASE AND SALE AGREEMENT

This Class "A" Recyclables Purchase and Sale Agreement (the "Agreement") is made by and between the Jersey City Incinerator Authority (the "JCIA"), a public body corporate and politic, duly formed under the New Jersey Incinerator or Environmental Service Law, N.J.S.A. § 40:66A-1 *et seq.*, with its offices located at 13 Linden Avenue East, Suite 300, Jersey City, New Jersey, 07305 and Atlantic Coast Fibers ("ACF"), a corporation of the State of New Jersey with its principal place of business at 107 7<sup>th</sup> Street, Passaic, New Jersey 07055 (each individually a "Party", collectively the "Parties").

**WHEREAS**, ACF markets post-consumer Class "A" Recyclables ("Recyclables") as more specifically defined below;

**WHEREAS**, the JCIA is the governmental agency responsible for implementing and/or contracting for the collection of Recyclables within the City of Jersey City.

**WHEREAS**, ACF wishes to buy and the JCIA wishes to sell its Recyclables under the terms and conditions of this Agreement.

**WHEREAS**, the Parties desire to enter into a binding Class "A" recyclables purchase and sale agreement and to more fully set forth the terms and conditions of their agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is acknowledged by the Parties, it is hereby agreed between the Parties as follows:

1. **Term.** Subject to the other terms and provisions hereof, ACF agrees to purchase from the JCIA and the JCIA agrees to sell to ACF for a period of three (3) years, starting upon May 1, 2015 (the "Effective Date") and continuing until April 30, 2018 (the "Termination Date"), all of the Recyclables, including ONP (Old Newspapers), OCC (Cardboard), MP (Mixed Paper), COM (Commingled Containers), generated within the City of Jersey City, and/or collected by the Jersey City Incinerator Authority, and/or its agents via the City's curbside recycling program. The JCIA shall have the right, at its sole and reasonable discretion, to extend the term of this Agreement with up to two (2) additional one (1) year terms, by express written notice to ACF with at least thirty (30) days prior to the Termination Date.
2. **Delivery & Acceptance of Recyclables.** Pursuant to this Agreement, the JCIA's Recyclables shall be delivered and accepted at ACF's Passaic facility. Upon delivery, ACF will provide necessary facilities for determining the net weight of the recyclables. After being weighed, ACF shall provide a weigh ticket/slip to the JCIA representative making the delivery for return to the JCIA.
3. **Contaminants.** All Recyclables delivered to ACF's facilities shall be free from contaminants such as, but not limited to, food, plastics, bags and wood. If any delivery of JCIA's Recyclables includes more than 30% contaminants by weight, ACF shall immediately notify the Chief Executive Officer or his designee at the JCIA of same. Upon such notification, a

JCIA designee will come to ACF's facility to interview the driver, examine, photograph and review materials prior to ACF removing such materials. ACF shall hold all such materials and the truck delivering same at its facility until the JCIA's designee arrives. Unless a delivery includes more than 30% contaminants and the JCIA is notified as provided herein, that delivery shall be presumed to be contaminant-free for purposes of this Agreement.

4. **Representations & Warranties.** The JCIA warrants and represents that it has not sold or agreed to sell such Recyclables to any other person and the Recyclables sold under this Agreement are and shall be kept free of any claims, encumbrances or other rights to them. The JCIA shall deliver to ACF, or cause to be delivered by its agents, all the Recyclables collected in Jersey City through the JCIA curbside collection program same price and terms as referenced below.

5. **Pricing**

- a. **Mixed Paper.** ACF agrees to accept and compensate the JCIA for its mixed paper at a rate of thirty-eight percent (38%) of the published price provided in the monthly publication of the Official Board Markets (RISI) NY High #2 Mixed Paper Export (FAS) price.

*Example:*

*If the OBM #2 Mixed Paper Export (FAS) price, NY High was \$150.00 per ton, payment would be \$57.00 per ton ( $\$150.00 \times 38\% = \$57.00$ ).*

*If the OBM #2 Mixed Paper Export (FAS) price, NY High was \$100.00 per ton, payment would be \$38.00 per ton ( $\$100.00 \times 38\% = \$38.00$ ).*

- b. **Commingled Containers.** ACF agrees to accept and compensate the JCIA for commingled containers based on an index of commodity prices and at a rate of thirty percent (30%) of the mix, as provided by Secondary Markets Pricing.com (published by RecyclingMarkets.net), which is adjusted monthly.

*Example:*



**COMMINGLE PURCHASE PRICING FORMULA****Percentage Rebate Formula**

| Commodity        | % of Mix | Net Weight   | Current Value **    | Total Revenue |
|------------------|----------|--------------|---------------------|---------------|
| Glass            | 55.0%    | 1,100.00 lbs | (\$32.00) per ton * | \$ (17.60)    |
| Plastics         | 30.0%    | 600.00 lbs   | \$100.00 per ton    | \$ 30.00      |
| Steel Cans       | 5.5%     | 110.00 lbs   | \$90.00 per ton     | \$ 4.95       |
| Aluminum         | 2.5%     | 50.00 lbs    | \$1,240.00 per ton  | \$ 31.00      |
| Out Throws/Trash | 7.0%     | 140.00 lbs   | (\$75.00) per ton * | \$ (5.25)     |
| Total            | 100.0%   | 2,000.00 lbs | Total Value         | \$ 43.10      |
| % of Value       |          |              |                     | 30%           |
| Purchase Price   |          |              |                     | \$ 12.93      |

\*Glass and Trash values include Disposal and Trucking.

\*\*Current Commodity values based on SecondaryMaterialsPricing.com HIGH current price for N.Y. area as published by RecyclingMarkets.net

- c. **Initial Price / Price Adjustments.** Within five (5) days of the Effective Date of this Agreement, ACF shall provide the JCIA with a copy of the publications identified above, current as of the Effective Date and a written notification setting forth the initial effective price for both mixed paper and commingled containers. Thereafter, ACF shall update and adjust the price for mixed paper and commingled containers each month and provide to the JCIA, by the first Friday of each month, updated copies of the publications identified above and a written notification setting forth any adjustment in price, which shall be in effect for that month.
6. **Payment.** Within thirty (30) days after the end of each month, ACF shall provide the JCIA with a written summary of the total weight of the Recyclables received during the preceding month and a calculation of the sums due to the JCIA. ACF shall remit payment to the JCIA along with that summary within. All amounts due and remaining unpaid more than thirty (30) days after being due shall bear interest at a rate of 8% per annum until paid in full.
7. **Performance Bond.** As a condition for entry into this Agreement, ACF shall provide a one (1) year performance bond issued by a JCIA-approved surety in the amount of \$385,000.00 together with proof of full payment of the premium, which amount represents the estimated annual price for Recyclables to be provided to ACF pursuant to this Agreement.
  - a. **Delivery of Bond.** ACF shall provide the JCIA with said performance bond within thirty (30) days of the Effective Date of this Agreement.
  - b. **Failure to Provide Bond.** Failure to provide the required one (1) year performance bond at the time specified by this Agreement shall constitute breach of contract and be cause for termination of this Agreement at any time prior to the expiration of the bond without any consequence or penalty to the JCIA.

- c. **Bond Renewal.** At the end of each year during the term of this Agreement, and any extension thereto, ACF shall provide the JCIA a Performance Bond to cover the next year, delivered to the JCIA with proof of full payment of the premium within thirty (30) days of the end of the year. For purposes of this Agreement, the year-end shall be April 30<sup>th</sup>. The JCIA reserves the right and ACF agrees that the JCIA may, at its sole discretion, revise the amount of the required bond for the next year by providing written notice to ACF within sixty (60) days of the end of the year.
- 8. **Pilot Program.** The JCIA and ACF shall share equally in purchasing approximately 2,000 toters (without wheels and covers), for distribution to approximately 1,000 households (two toters per household; one each for mixed paper and commingled containers) at a total purchase cost of approximately \$50,000 to be divided equally by the JCIA and ACF. The goal of this pilot program is to increase the overall rate and/or amount of recyclables generated within the City of Jersey City.
  - a. **Purchase of Toters.** JCIA shall have responsibility for purchasing the toters in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* Following the JCIA's purchase of the toters, the JCIA shall provide ACF with documentation reflecting the cost of same. ACF shall pay the JCIA its 50% share of the total purchase price within thirty (30) days of ACF's receipt of that cost documentation.
  - b. **Distribution / Ownership of Toters.** The JCIA shall have sole responsibility for the selection of households for inclusion in the pilot program, distribution of the toters, and shall maintain exclusive ownership of the toters.
  - c. **Review of Pilot Program.** After six (6) months from the inception of the pilot program, JCIA and ACF representatives shall meet to review the results of the program and to decide whether to maintain, extend, or terminate the program. Should the Parties decide to terminate the program, all toters shall revert to the JCIA's exclusive ownership.
- 9. **Environmental Education Tours.** From time to time and with reasonable advance notice, ACF shall be asked to allow environmental education classroom tours of its recycling facility to provide students with a better education of the importance of reducing, reusing and recycling and the end market products. Reasonable accommodation of such requests shall be a material term to this Agreement. Failure to reasonably accommodate such requests shall be the basis for JCIA's termination of the contract without any consequence or penalty to the JCIA.
- 10. **Scholarship Program.** ACF will contribute \$0.50 per ton of all Recyclables collected pursuant to this Agreement towards a joint ACF/JCIA scholarship(s) for current or former Jersey City public high school students who will be or are enrolled in environmental studies or related majors. Funds shall be deposited in a separate account, to be mutually agreed upon. ACF shall provide a written summary of the total scholarship contribution made for the

previous month along with its written summary of the total weight of the Recyclables received during the preceding month required under Section 6. ACF's contributions towards this scholarship program are separate and apart from its payment obligations to the JCIA hereunder. Within three (3) months of the Effective Date, ACF and JCIA representatives shall meet to discuss administrative matters related to this scholarship program.

*Example:*

*If 1,600 tons of Recyclables were delivered to ACF, ACF would contribute a similar amount, \$0.50 per ton (\$800.00) towards the scholarship.*

11. **Parties Relationship.** By the acceptance of JCIA's Recyclables pursuant to this Agreement, ACF shall not be construed as an agent, employee, or independent contractor of JCIA, and shall have no authority to bind the JCIA by contract or otherwise.
12. **Indemnification.** Each Party agrees to indemnify, defend, and hold harmless the other Party, and its directors, officers, employees, and agents from any loss, cost, damage, expense, claim, costs of suit, action, including attorneys' fees, consultants' or experts' fees, and liability ("Claim(s)") brought or incurred by any third parties which arise from or relate to any negligence, gross negligence, of intentional acts or omissions by the Party or any breach of this Agreement. Specifically, and in addition, (i) ACF agrees to indemnify, defend, and hold harmless JCIA from and against third-party claims related to ACF's storage, handling, transport, or disposition of all Recyclables which are the subject of this Agreement, and (ii) JCIA agrees to indemnify, defend, and hold harmless ACF from and against third-party claims related to JCIA's transport and delivery of all Recyclables which are the subject of this Agreement.
  - a. **Notification of Claim and Right of Participation in Defense.** The foregoing indemnification obligations are conditioned upon each Party notifying the other Party in writing of the Claim within a reasonable period of time after becoming aware of such Claim or potential culpability. The Party providing the defense to a Claim under this Section 12 shall (i) select counsel, reasonably acceptable to the other Party, (ii) be responsible for such costs of defense, (iii) keep the other Party notified of the progress of the defense of any Claim, and (iv) provide the other Party with the opportunity to participate in the defense of any Claim (at the cost and expense of the other Party). Each Party agrees that any settlement of such Claim shall release the other Party and its directors, officers, employees, and agents fully, absolutely and finally from any liability related to such Claim. In the event that either Party has indicated in writing its unwillingness to so defend such Claim, the other Party may defend and the Party providing indemnification shall reimburse, all reasonable costs related to such defense, including all attorneys', consultants', and experts' fees.
  - b. **Survival.** All of the provisions within this Section 10 (Indemnification) shall survive the termination, revocation or recession of this Agreement, regardless of cause.

13. **Insurance.** As a condition to entering into a contract with the JCIA, ACF shall obtain and maintain sufficient insurance for its own benefit and the benefit of the JCIA and the City of Jersey City from an "A" rated carrier, during the entire term of the contract and any extensions thereto at the following limits:
- a. **Comprehensive General Liability:** \$1,000,000 / occurrence and \$2,000,000 / aggregate
  - b. **Workers' Compensation:** \$1,000,000 / occurrence and aggregate
  - c. **Automobile Liability:** \$1,000,000 / accident
  - d. **Excess Liability (Umbrella):** \$5,000,000 / occurrence and aggregate

Within five (5) days of the Effective Date, ACF shall supply the JCIA with a certificate of insurance naming the JCIA and the City of Jersey City as "additional insureds", except where such a designation is not appropriate due to the nature of the coverage (i.e. Workers' Compensation) and evidencing that coverage as required above is in force and effect. The insurance required above may not be cancelled without thirty (30) days prior written notice to the JCIA.

14. **Force Majeure.** If ACF shall be unable to accept, purchase and use the JCIA's Recyclables due to but not limited to: fire, lightening, storm, flood, earthquake, or other action of the elements; explosion, war, rebellion, insurrection, shortage of labor and labor disputes; total or partial failure of transportation or delivery facilities; change in law defined as federal, state or local laws that adversely affects the end market for recyclable materials; or, any delay or failure or cause beyond the control of either Party, then ACF shall not be liable for failure to purchase the JCIA's Recyclables. Upon the occurrence of any circumstance invoking the provisions of this paragraph, ACF shall immediately notify the JCIA of the existence of such circumstance and shall use all reasonable efforts to remove any such causes, and resume performance under this Agreement as soon as possible. ACF shall provide reasonable status updates to the JCIA in writing with respect to all efforts to remove such causes and resume performance, upon request by the JCIA. Any failure by ACF to provide such immediate notice will render this paragraph null and void and of no effect for any time periods prior to such notice being provided. The provisions of this paragraph shall be of no effect and shall not apply to any Recyclables actually delivered by the JCIA and accepted by ACF regardless of when such cause or circumstance shall arise. Performance by the JCIA shall also be suspended and excused after the notice required by ACF is provided to the JCIA.
15. **Assignment.** It is expressly understood, covenanted and agreed that ACF shall not assign, sell, pledge, or mortgage this Agreement or otherwise delegate its responsibilities and obligations hereunder to any person, firm, corporation or association without the express written consent of the JCIA, which consent may not be unreasonably withheld. In the event that the City of Jersey City formally dissolves the JCIA, by properly complying with the prerequisites of N.J.S.A. 40A:5A-20 and obtaining approval for such dissolution from the Local Finance Board, nothing in this Section or Agreement shall preclude the JCIA from

assigning its rights and obligations under this Agreement to the City of Jersey City as part of that dissolution process. Nothing in this Section or the Agreement shall require the consent of ACF to such assignment, which shall become effective upon the final, approved dissolution of the JCIA and formal notice of the assignment to ACF by the JCIA.

16. **Notices.** Any notices sent pertaining to this Agreement shall be sent by Certified Mail, return receipt requested, or some other receptive delivery service at the addresses provided below and shall be deemed effective on the date of receipt. Each Party shall immediately notify the other should any changes to the recipients or addresses below become necessary.

To JCIA:

Oren K. Dabney, Sr., CEO  
Jersey City Incinerator Authority  
501 Route 440  
Jersey City, New Jersey 07305

with a copy to:

Eric E. Tomaszewski  
Golub Isabel & Cervino, P.C.  
160 Littleton Road, Suite 300  
Parsippany, New Jersey 07054

To ACF:

[insert recipient]

Atlantic Coast Fibers  
107 7<sup>th</sup> Street  
Passaic, New Jersey 07055

17. **Complete Understanding.** This Agreement contains the entire Agreement between the Parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the Parties hereto relating to the subject matter hereof. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement. No representations, warranties, covenants or conditions expressed or implied, whether by statute or otherwise, other than as set forth herein have been made by any Party hereto. No waiver, alteration, amendment or modification of the provisions these Contract Documents shall be binding unless in writing and signed by a duly authorized representative of each Party. Neither the course of conduct between the Parties nor trade usage shall act to modify or alter the provisions of these Contract Documents. The waiver by either Party of a breach or violation of any provision of these Contract Documents shall not operate as, nor be construed to be, a waiver of any subsequent breach hereof.

18. **Choice of Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of New Jersey without regard to the principle of conflicts of laws. Should either Party need to commence litigation to enforce the terms of this Agreement, such litigation shall be venued in the Superior Courts of the State of New Jersey, Hudson County vicinage and both Parties consent to such jurisdiction..
19. **Enforcement.** In the event that either Party is compelled to commence or sustain an action at law or equity to enforce provisions of this Agreement or to recover damages as a result of the breach of this Agreement or from any other cause arising from this Agreement the prevailing Party shall be entitled to all reasonable attorneys' fees, consultants' or experts' fees and costs and expenses of suit.
20. **Binding Authority.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective administrators, successors and assigns. Each Party warrants, represents and covenants that it has the full legal authority and capacity to enter into this Agreement and that by entering into this Agreement, neither Party has breached nor is it in violation of any governing and/or enabling law, statute or regulation. Each Party represents that it has reviewed the terms of this Agreement, conferred with its own counsel, and that the signatories below possess the requisite authority to bind the respective Party to the terms herein.
21. **Headings.** The headings of this Agreement are for reference purposes only; they shall not affect the meaning or construction of the terms of this Agreement.
22. **Severability.** If any part of this Agreement is held to be illegal or invalid, the remaining parts of the Agreement shall continue to be valid and enforceable.
23. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives. If the JCIA is a municipal corporation or other governmental entity or subdivision thereof, the JCIA expressly warrants and covenants that the execution of this Agreement has been properly authorized by lawful resolution of the appropriate governing body and a copy of such resolution is attached hereto.

ATTEST:

JCIA: \_\_\_\_\_

Title: \_\_\_\_\_

*G. K. Palmer Jr.*

*Chief Executive Officer*

Date: *5/4/2015*

Jersey City Incinerator Authority

Page 9 of 10

ACF:



Title:

Member

Date: 5-4-15

12500982v12

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-404  
Agenda No. 10.Z.16  
Approved: APR 25 2018  
TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO PAPERMART INC. FOR THE SUPPLY AND DELIVERY OF COPIER PAPER AND INTERDEPARTMENTAL ENVELOPES FOR THE DEPARTMENT OF PUBLIC WORKS**

### **COUNCIL**

**offered and moved adoption of the following Resolution:**

**WHEREAS**, the City of Jersey City advertised for the receipt of bids on December 28, 2017 for the supply and delivery of Copier Paper and Interdepartmental Envelopes for the Department of Public Works; and

**WHEREAS**, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for thirty (30) items as contained in the bid specifications and the unit cost prices are set forth in the bidder's proposal; and

**WHEREAS**, pursuant to public advertisement the City received (2) bids, the lowest bid being that from WB Mason Company Inc., however, the bid was non-responsive, therefore, rejected, therefore, the bid should be awarded to Papermart Inc., the lowest responsible bidder, whose bid was \$135,606.50; and

**WHEREAS**, the Purchasing Agent certified that he considers the bid submitted by Papermart Inc. to be fair and reasonable; and

**WHEREAS**, the sum of Ten Thousand \$10,000.00 is available in Operating Account No. 01-201-31-433-201; and

**WHEREAS**, the balance of the contract funds will be made available as orders are placed.

**NOW, THEREFORE**, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Papermart Inc. for the supply and delivery of Copier Paper and Interdepartmental Envelopes for the Department of Public Works;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to two (2) additional one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for thirty (30) items are as contained in bid specifications and the unit cost prices are set forth in the bidder's proposal;
4. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on Page 2)



City Clerk File No. Res. 18-404Agenda No. 10.Z.16TITLE: APR 25 2018**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO PAPERMART INC FOR THE SUPPLY AND DELIVERY OF COPIER PAPER AND INTERDEPARTMENTAL ENVELOPES FOR THE DEPARTMENT OF PUBLIC WORKS**

5. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in the Account shown below:

**Department of Public Works**

|                   |              |                       |                     |
|-------------------|--------------|-----------------------|---------------------|
| <b>Acct #</b>     | <b>P.O #</b> | <b>Temp. Encumb.</b>  | <b>Amount</b>       |
| 01-201-31-433-201 | 128813       |                       | \$10,000.00         |
|                   |              | <b>Total Contract</b> | <b>\$135,606.50</b> |

Approved by Peter Folgado 4/12/18  
Peter Folgado, Director of Purchasing

PF/RR/PC  
 4/12/18

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: Ben H. B.

Business Administrator

\_\_\_\_\_  
 Corporation CounselCertification Required ☒Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18 |     |     |      |               |     |     |      |               |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA        | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMANN    | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.  
 Rolando R. Lavarro, Jr., President of Council

Robert Byrne  
 Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING AN AWARD OF AN OPEN - END CONTRACT TO PAPERMART, INC. TO PROVIDE AND DELIVER COPIER PAPER AND INTERDEPARTMENTAL ENEVELOPES FOR THE DEPARTMENT OF PUBLIC WORKS**

**Project Manager**

|                     |                              |                        |
|---------------------|------------------------------|------------------------|
| Department/Division | DPW                          | Director's Office      |
| Name/Title          | Steve Miller                 | Confidential Assistant |
| Phone/email         | 201-547-4904<br>201-206-9531 | stevem@jcnj.org        |
|                     |                              |                        |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

- ✚ For various copier paper and interdepartmental envelopes.
- ✚ DPW spent about \$100,000.00 in 2017

**Cost (Identify all sources and amounts)**

01-201-31-433-201(Unclassified Operating)  
Contract Amount =\$135,606.50  
Temporary Encumbrancy =\$10,000.00

**Contract term (include all proposed renewals)**

April 26, 2018 to April 25, 2019. Contract has two one year options to renew.

Type of award **Public Bid**

If "Other Exception", enter type

**Additional Information**

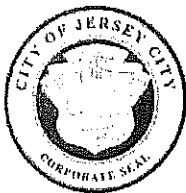
I certify that all the facts presented herein are accurate.

  
Signature of Department Director

4/3/18  
Date

  
Signature of Purchasing Director

4/12/18  
Date



STEVEN M. FULOP  
Mayor of Jersey City

**CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS**

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305  
P: 201 547 4400 | F: 201 547 4803



PATRICK G. STAMATO  
Director

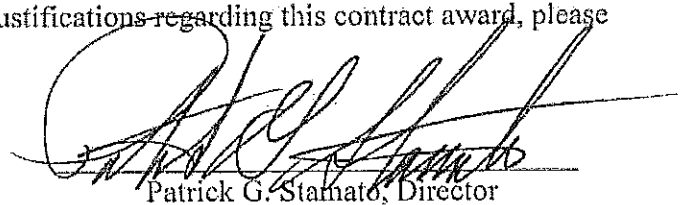
**Date:** April 3, 2018  
**To:** Peter Folgado, Purchasing Director  
**From:** Patrick G. Stamato, DPW Director  
**Subject :** Recommendation Letter ( Copier Paper and Interdepartmental Enevelopes)

Please be advised, after a careful and thorough review of bids received on December 28, 2017 for copier paper and interdepartmental envelopes, I recommend that the contract be awarded to the vendor listed below:

| <u>VENDOR NAME</u> | <u>REQUISTION</u> | <u>ACCOUNT #</u>  | <u>CONTRACT AMOUNT</u> | <u>TEMPORARY AMOUNT</u> |
|--------------------|-------------------|-------------------|------------------------|-------------------------|
| PAPER MART INC.    | 0183263           | 01-201-31-433-201 | \$135,606.50           | \$10,000.00             |

Please proceed and utilize the following requisition listed above. Kindly draft the awarding resolution for the April 25, 2018 Council meeting.

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

  
Patrick G. Stamato, Director

PS/sb

C:

Hector Ortiz, Asst. DPW Director  
Raquel Tosado, Contracts Manager  
Steve Miller, Confidential Assistant  
Eileen McCabe, Sr. Adm Analyst  
Zakia Gregory, Asst. Spvr Accounts  
Nicole Greiner, Sr. Acct Clerk  
Paola Campbell, Purchasing Assistant

## BID FORM

Paper Mart Inc.  
12/28/17

|     | Maximum Quantity |         | Description                                                                                                  | Unit Price | Extension   |
|-----|------------------|---------|--------------------------------------------------------------------------------------------------------------|------------|-------------|
| 1.  | 2000             | Cartons | Double A Everyday- 8 1/2 x 11 Copier Paper 20 lbs. White Or Approved Equivalent <i>Double A</i>              | 31.38      | 62,760.00 ✓ |
| 2.  | 300              | Cartons | Double A Everyday- 8 1/2 x 14 Copier Paper 20 lbs. White or Approved Equivalent <i>Double A</i>              | 41.10      | 12,330.00 ✓ |
| 3.  | 75               | Cartons | Double A Everyday - 11x17 Copier Paper 20 lbs. White Or Approved Equivalent <i>Double A</i>                  | 32.00      | 2400.00 ✓   |
| 4.  | 75               | Cartons | Double A Everyday - 8 1/2 x 11 Copier Cardstock 80 lbs. White Or Approved Equivalent <i>Finch Color Copy</i> | 82.00      | 6150.00 ✓   |
| 5.  | 25               | Cartons | Double A Everyday - 11x17 Copier Cardstock 80 lbs. White Or Approved Equivalent <i>Finch Color Copy</i>      | 82.00      | 2050.00 ✓   |
| 6.  | 100              | Cartons | Double A Everyday - 8 1/2 x 11 3 Hole Copier Paper 20 lbs. White Or Approved Equivalent <i>Double A</i>      | 33.38      | 3338.00     |
| 7.  | 100              | Cartons | Double A Everyday- 8 1/2 x 11 Copier Paper 28 lbs. White or Approved Equivalent <i>Finch Color Copy</i>      | 65.77      | 6577.00     |
| 8.  | 40               | Cartons | Double A Everyday- 8 1/2 x 14 Copier Paper 28 lbs. White or Approved Equivalent <i>First Choice</i>          | 72.33      | 2893.20     |
| 9.  | 30               | Cartons | Double A Everyday- 11 x 17 Copier Paper 28 lbs. White or Approved Equivalent <i>Finch Color Copy</i>         | 79.38      | 2381.40     |
| 10. | 300              | Cartons | 10 x 13 Interdepartmental Envelopes 100/box 500/ct 3 columns down <i>center</i>                              | 49.00      | 14,700.00   |
| 11. | 50               | Cartons | Double A Everyday - 8 1/2 x 11 Yellow Copier Paper 20 lbs. or Approved Equivalent <i>Earth Choice</i>        | 35.75      | 1787.50     |
| 12. | 50               | Cartons | Double A Everyday - 8 1/2 x 11 Blue Copier Paper 20 lbs or Approved Equivalent <i>Earth Choice</i>           | 35.75      | 1787.50     |
| 13. | 50               | Cartons | Double A Everyday - 8 1/2 x 11 Green Copier Paper 20 lbs or Approved Equivalent <i>Earth Choice</i>          | 35.75      | 1787.50     |

Papermart Inc 12/28/17

|     |    |         |                                                                                                                                |                              |                               |
|-----|----|---------|--------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------|
| 14. | 50 | Cartons | Double A Everyday - 8 1/2 x 11 Red Copier Paper 20 lbs or Approved Equivalent <i>Brite Hue</i>                                 | 94.91                        | 4745.50                       |
| 15. | 50 | Cartons | Double A Everyday - 8 1/2 x 11 Pastels Copier Paper 20 lbs. or Approved Equivalent <i>EarthChoice</i>                          | 35.75                        | 1787.50                       |
| 16. | 10 | Cartons | Double A Everyday - 8 1/2 x 11 White Smooth Copier Paper 60 lbs. or Approved Equivalent <i>Lynx</i>                            | 47.85 <i>OK 1/8 12/21/17</i> | 478.50 <i>OK 1/8 12/21/17</i> |
| 17. | 3  | Cartons | Double A Everyday - 8 1/2 x 11 White Perforated 1/4 left Copier Paper 20 lbs. or Approved Equivalent <i>Double A</i>           | 121.00                       | 363.00                        |
| 18. | 3  | Cartons | Double A Everyday - 8 1/2 x 11 Yellow Perforated 1/4 left Copier Paper 20 lbs. or Approved Equivalent <i>EarthChoice</i>       | 122.30                       | 366.90                        |
| 19. | 3  | Cartons | Double A Everyday - 8 1/2 x 11 Other Colors 1/4 left Perforated Copier Paper 20 lbs. or Approved Equivalent <i>EarthChoice</i> | 122.30                       | 366.90                        |
| 20. | 10 | Cartons | Double A Everyday - 8 1/2 x 11 White Smooth Copier Paper 60 lbs. or Approved Equivalent <i>Lynx</i>                            | 47.85                        | 478.50                        |
| 21. | 20 | Cartons | Double A Everyday - 8 1/2 x 11 White Cardstock Copier Paper 67 lbs. or Approved Equivalent <i>EarthChoice</i>                  | 37.48                        | 749.60                        |
| 22. | 5  | Cartons | Double A Everyday - 8 1/2 x 11 Yellow Cardstock Copier Paper 67 lbs. or Approved Equivalent <i>EarthChoice</i>                 | 40.20                        | 201.00                        |
| 23. | 5  | Cartons | Double A Everyday - 8 1/2 x 11 Blue Cardstock Copier Paper 67 lbs. or Approved Equivalent <i>EarthChoice</i>                   | 40.20                        | 201.00                        |
| 24. | 5  | Cartons | Double A Everyday - 8 1/2 x 11 Green Cardstock Copier Paper 67 lbs. or Approved Equivalent <i>EarthChoice</i>                  | 40.20                        | 201.00                        |
| 25. | 5  | Cartons | Double A Everyday - 8 1/2 x 11 Pastels Cardstock Copier Paper 67 lbs. or Approved Equivalent <i>EarthChoice</i>                | 40.20                        | 201.00                        |
| 26. | 25 | Cartons | Double A Everyday - 11 x 17 White Cardstock Copier Paper 67 lbs. or Approved Equivalent <i>EarthChoice</i>                     | 39.60                        | 990.00                        |
| 27. | 25 | Cartons | Double A Everyday - 11 x 17 Yellow Cardstock Copier Paper 67 lbs. or Approved Equivalent <i>EarthChoice</i>                    | 42.00                        | 1050.00                       |
| 28. | 20 | Cartons | Double A Everyday - 8 1/2 x 11 Pastels Cardstock Copier Paper 67 lbs. or Approved Equivalent <i>EarthChoice</i>                | 40.20                        | 804.00                        |
| 29. | 20 | Cartons | Double A Everyday - 11 x 17 Blue                                                                                               | 42.00 <i>OK 1/8 12/21/17</i> | 840.00 <i>OK 1/8 12/21/17</i> |

|     |    |         |                                                                                                                  |       |        |
|-----|----|---------|------------------------------------------------------------------------------------------------------------------|-------|--------|
|     |    |         | Cardstock Copier Paper 67 lbs. or<br>Approved Equivalent <i>EarthChoice</i>                                      |       |        |
| 30. | 20 | Cartons | Double A Everyday - 11 x 17 Green<br>Cardstock Copier Paper 67 lbs. or<br>Approved Equivalent <i>EarthChoice</i> | 42.00 | 840.00 |

**Notes to Bidders**

1. The City will award this contract as an open- end contract. The minimum quantity for all items that the City shall be obligated to purchase is zero (0).
2. The maximum quantities are stated in the schedule.
3. The total bid amount shall be based on the maximum quantity and the summation of the extended prices.
4. The total bid amount will be used to determine the lowest responsible bidder.
5. The contract shall be valid for one (1) year. The start date for this contract shall be after approval by the City Council of the resolution awarding the contract.
6. The City shall have an option to extend the contract for two (2) additional one (1) year terms. After the initial one (1) year period the Contractor may submit a request for a price adjustment if the Contractor's price for copier paper has been increased by the paper mill and the Contractor's allotment for that type of paper at the price quoted is exhausted. The Contractor must also submit a letter from the paper mill documenting the increase. The increase will be based on the increased cost of the paper. No built-in profit is allowable, nor is any increase allowed for any warehousing, packaging and administrative costs. Should prices from the manufacturer be reduced, the City is to be given the reduced pricing within five (5) business days of the reductions.

**GRAND TOTAL PRICE ITEMS 1 THROUGH 30**

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 30. The supplier shall be paid based on quantities used, however, it shall not exceed the maximum quantity without prior issuance of a change order.

\$ 135,606.50  
(In Figures)

\$ One hundred thirty five thousand six hundred six and - 50/100  
(In Writing)

The contract will be awarded based on the grand total amount for Items 1 through 30. If the grand total price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the grand total price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have options to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report ✓

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): NANCY LEEVEY TREASURER

Representative's Signature: [Signature]

Name of Company: PAPER MART INC.

Tel. No.: 973-864-2505 Date: 12.27.17



**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the owners of PAPER MACT (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Michael Levey, Director  
 Representative's Signature: [Signature]  
 Name of Company: PAPER MACT INC  
 Tel. No.: 973-842-2505 Date: 12-27-12

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : PAPER MART INC.  
 Address : 151 RIDGE DALE AVE. EAST HANOVER, NJ  
 Telephone No. : 973-884-2505  
 Contact Name : Howard Levey or Jodi Tower

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

### Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: PAPER MART INC.  
 Address: 151 REDGE DALE AVE. EAST HANOVER, NJ  
 Telephone No.: 973-884-2501  
 Contact Name: Howard Levy, a Joditiner

Please check applicable category:

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

#### Definitions

##### Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

##### Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27, and the State Treasurer has approved said report. This approval will remain in effect for the period of NOV 2015 - NOV 2018.



PAPER MART, INC.  
151 RIDGEDALE AVENUE  
E HANOVER NJ 07936

*Robert A. Romano*  
Robert A. Romano  
Acting State Treasurer

Sincerely,

*John E. Tuohy*  
John E. Tuohy, CPA  
Acting Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:  
PAPER MART, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

0062240

ADDRESS:  
151 RIDGEDALE AVE  
E HANOVER NJ 07936

ISSUANCE DATE:

07/28/04

EFFECTIVE DATE:  
09/19/40

FORM-BRC(08-01)

*John E. Tuohy*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



## New Jersey Division of Revenue

Revenue

NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0062240 FOR PAPER MART, INC. IS VALID.

VERIFIED  
PC

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-405  
Agenda No. 10.2.17  
Approved: APR 25 2018  
TITLE:



## RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT GERSONITA MALAFAI SILVA V. CITY OF JERSEY CITY, ET AL.

**COUNCIL** offered and moved adoption of the following Resolution:

**WHEREAS**, Gersonita Malafai Silva, ("Plaintiff") filed a lawsuit in the Hudson County Superior Court bearing Docket No.: HUD-L-2255-16 after she slipped and fell on wet floor during a volleyball clinic being held at the Charlie Heger Ice Rink conducted by the Lincoln Park Volleyball on June 13, 2014; and

**WHEREAS**, the Corporation Counsel has recommended a settlement in the amount of \$30,000.00 because of the litigation risk involved; and

**WHEREAS**, the plaintiff agreed to this settlement and have signed all required releases and dismissed the lawsuit with prejudice; and

**WHEREAS**, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission account.

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Corporation Counsel be authorized to settle this lawsuit for \$30,000.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$30,000.00 payable to plaintiff.

IGW/ew

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18 |     |     |      |               |     |     |      |                |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMEN      | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rojandro R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT OF GERSONITA MALAFAI SILVA V. CITY OF JERSEY CITY, ET AL.**

**Initiator**

|                     |                                        |  |
|---------------------|----------------------------------------|--|
| Department/Division | Law Department                         |  |
| Name/Title          | Itza Wilson, Asst. Corporation Counsel |  |
| Phone/email         | (201) 547-5444                         |  |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Resolution Purpose**

On June 13, 2014, Plaintiff Gersonita Silva participated in a volleyball clinic being conducted by the Lincoln Park Volleyball at the Jersey City Pershing Field/Charlie Heger Ice Rink during which she slipped and fell on wet floor. Plaintiff fractured her left ankle. On June 1, 2016, Plaintiff filed suit against the City of Jersey City, Charlie Heger Ice Rink and the Pershing Field Ice Rink. The Corporation Counsel requests authorization to settle this lawsuit in the amount of \$30,000.

**I certify that all the facts presented herein are accurate.**

  
\_\_\_\_\_  
**Signature of Department Director**

4/17/18  
**Date**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-406  
Agenda No. 10.7.18  
Approved: APR 25 2018  
TITLE:



## RESOLUTION AUTHORIZING THE SETTLEMENT OF THE ACTION ENTITLED JEREMY RENNICK v. CITY OF JERSEY CITY, ET AL.

**COUNCIL** offered and moved adoption of the following Resolution:

**WHEREAS**, plaintiff Jeremy Rennick filed suit against the City of Jersey City, et al. in the United States District Court for the District of New Jersey under Civil Action No. 2:17-cv-01560; and

**WHEREAS**, the complaint alleges that Jersey City Police Officers violated plaintiff's civil rights by unlawfully arresting him and subjecting him to excessive force on March 19, 2016; and

**WHEREAS**, the Corporation Counsel has recommended a settlement to pay the plaintiff the total sum of \$25,000.00 because of the litigation risks involved; and

**WHEREAS**, the plaintiff agreed to accept a total payment of \$25,000 to settle his claims against the City of Jersey City and police officers in the above referenced matter and will sign the required settlement documents including a release and stipulation of dismissal; and

**WHEREAS**, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission Accounts.

**NOW THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The Corporation Counsel be authorized to settle this lawsuit for \$25,000.00.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$25,000.00 payable to "Joel S. Silberman, Esq. - Atty Trust Account."

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]  
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18 |     |     |      |               |     |     |      |                |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMEN      | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Rolando R. Lavarro, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk



## **RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Resolution**

**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE ACTION ENTITLED  
JEREMY RENNICK v. CITY OF JERSEY CITY, JERSEY CITY POLICE  
DEPARTMENT, ET AL; CIVIL ACTION NO.: 2:17-cv-01560**

### **Initiator**

|                     |                |                     |
|---------------------|----------------|---------------------|
| Department/Division | Law            | Law                 |
| Name/Title          | Peter Baker    | Corporation Counsel |
| Phone/email         | (201) 547-4667 | pbaker@jcnj.org     |

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Resolution Purpose**

This civil matter arises out of plaintiff's allegations that on March 19, 2017, Jersey City police officers violated plaintiff's civil rights by unlawfully arresting him and subjecting him to excessive force. Given the potential exposure that the City of Jersey City faces if this matter is decided by a jury, the Corporation Counsel respectfully submits that the City Council approve a settlement for a total payment of \$25,000 to the plaintiff.

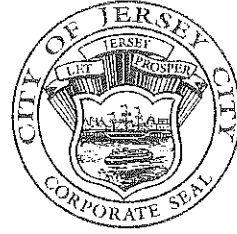
**I certify that all the facts presented herein are accurate.**

  
**Signature of Department Director**

4/17, 2018  
**Date**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-407  
Agenda No. 10.Z.19  
Approved: APR 25 2018  
TITLE:



## RESOLUTION RATIFYING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH OTTO J. HETZEL, ESQ. TO PROVIDE THE CITY OF JERSEY CITY WITH LEGAL SERVICES IN CONNECTION WITH THE HUD AUDIT OF THE CITY OF JERSEY CITY'S CDBG HUD ENTITLEMENT PROGRAM

**COUNCIL**  
following resolution:

offered and moved adoption of the

**WHEREAS**, the City of Jersey City (City) required the services of an attorney to represent the City in the connection with the United States Department of Housing and Urban Development's (HUD) audit of the City's Community Development Block Grant (CDBG) HUD entitlement program; and

**WHEREAS**, Resolution 17-067, approved on January 25, 2017, awarded a six month contract in the amount of \$50,000.00 to Otto J. Hetzel, Esq., 5015 Allan Road, Bethesda, MD 20816, to provide legal services to the City; and

**WHEREAS**, the City continues to need the legal services of Otto J. Hetzel, Esq. in connection with the HUD audit; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, the Director of the Division of Community Development, has determined and certified in writing the value of the contract will exceed \$17,500.00; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, Otto J. Hetzel, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Otto J. Hetzel, Esq. from making any reportable contributions during the term of the contract; and

**WHEREAS**, Otto J. Hetzel, Esq. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, Otto J. Hetzel, Esq. has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of **\$85,000** are available in Account No. **01-203-20-170-312**; and **\$50,000** were available in Account No. **57-200-56-851-918** for a total contract amount **not to exceed \$135,000**; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

**NOW THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The award of a **12 month** contract effective as of July 25, 2017 with the law firm of Otto J. Hetzel, Esq. is hereby ratified for a total contract amount not to exceed **\$135,000**, including expenses, which is based on the following fee schedule:

TITLE: **APR 25 2018**

**RESOLUTION RATIFYING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH OTTO J. HETZEL, ESQ. TO PROVIDE THE CITY OF JERSEY CITY WITH LEGAL SERVICES IN CONNECTION WITH THE HUD AUDIT OF THE CITY OF JERSEY CITY'S CDBG HUD ENTITLEMENT PROGRAM**

|                    |                                                                                                                     |
|--------------------|---------------------------------------------------------------------------------------------------------------------|
| Partner/Principal  | \$450.00 per hour until September 15, 2017, \$400.00 per hour from September 16, 2017 until the end of the contract |
| Senior Manager     | \$250.00 per hour until September 15, 2017, \$200.00 per hour from September 16, 2017 until the end of the contract |
| Professional Staff | Variable but not to exceed \$250.00 per hour;                                                                       |

2. This contract is awarded without competitive contracting as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;

3. The award of this contract is subject to the condition that Otto J. Hetzel, Esq. provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.;

4. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modifications as the Corporation Counsel deems appropriate or necessary;

5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution; and

6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$85,000 are available in the A/C# 01-203-20-170-312 as of 4/23/18.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18 |     |     |      |               |     |     |      |                |        |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|--------|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE    | NAY | N.V. |
| RIDLEY                                          | ✓   |     |      | YUN           | ✓   |     |      | RIVERA         | ✓      |     |      |
| PRINZ-AREY                                      | ✓   |     |      | SOLOMON       | ✓   |     |      | WATTERMANN     | ABSENT |     |      |
| BOGGIANO                                        | ✓   |     |      | ROBINSON      | ✓   |     |      | LAVARRO, PRES. | ✓      |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING THE RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT WITH OTTO J. HETZEL, ESQ. TO PROVIDE THE CITY OF JERSEY CITY WITH LEGAL SERVICES IN CONNECTION WITH THE HUD AUDIT OF THE CITY OF JERSEY CITY'S CDBG HUD ENTITLEMENT PROGRAM**

**Project Manager**

|                     |                 |                       |
|---------------------|-----------------|-----------------------|
| Department/Division | HEDC            | COMMUNITY DEVELOPMENT |
| Name/Title          | CARMEN GANDULLA | DIRECTOR              |
| Phone/Email         | X5304           | CGandulla@jcnj.org    |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

Renewal of contract with Otto J. Hetzel, Esq. in connection with the HUD audit of the City of Jersey City's CDBG HUD Entitlement Program.

**Cost (Identify all sources and amounts)**

HUD Entitlement Funds  
City of Jersey Funds

**Contract term (include all proposed renewals)**

July 25, 2017 – June 24, 2018

**Type of award**

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

4-16-18

**CONTRACT FOR PROFESSIONAL LEGAL SERVICES**

**BY AND BETWEEN THE**

**CITY OF JERSEY CITY, NEW JERSEY**

**AND**

**OTTO J. HETZEL, ESQUIRE**

**THIS AGREEMENT is by and between the City of Jersey City, New Jersey, hereinafter referred to as the "City," and Otto J. Hetzel, Esquire, hereinafter referred to as the "Contractor."**

This contract, made this \_\_\_\_\_ day of April, 2018, sets forth the terms and conditions of Contractor's engagement for provision of professional legal services in advising the City with respect to issues that have arisen concerning the administration of its community development programs, and especially the actions which should be undertaken to address the matters raised in an Audit Report issued by the Office of Inspector General (OIG) of the United States Department of Housing and Urban Development (HUD) (2016-NY-1007), completed March 30, 2016, regarding the City's administration of its Community Development Block Grant program (CDBG) and other matters related to the City's administration of its federally provided community development funds.

**WITNESSETH THAT:**

**WHEREAS**, the City of Jersey City is an Entitlement Community receiving funds over a number of years from HUD's CDBG program, concerning which the HUD OIG has alleged in an audit of the City's CDBG program (2016-NY-1007), completed March 30, 2016, that the City did not properly administer its CDBG program in accordance with HUD rules and requirements; and

**WHEREAS**, in its audit report the HUD OIG alleged the City inappropriately used nearly \$16,206,508 million of its CDBG funds for ineligible activities and that the City should be required by the Director of the HUD Newark, N.J. Office of Community Planning and Development (CPD) to repay certain of these funds, unless adequate support is shown;

**WHEREAS**, the City is desirous of obtaining professional legal services to review its administration of its CDBG and other community development programs, advise the City in addressing the issues raised by HUD and its OIG, especially regarding the City's allegedly improper use of federal funds, and the actions necessary to respond effectively to the various

HUD allegations, including advising the City of its legal position and procedural rights under these programs, in order to resolve the HUD allegations; and

**WHEREAS**, the City has determined to procure the professional legal services of Contractor to provide legal representation concerning the matters in dispute with HUD,

**NOW, THEREFORE**, the parties to the contract do mutually agree as follows:

**A. SCOPE OF SERVICES AND TERM**

1. This contract is for the professional legal services of Contractor to assess a number of issues involving analysis of the City's administration of its community development programs and especially its CDBG funds, to evaluate the HUD OIG 2016 Audit Report on this program, and to recommend and prepare the work necessary for the City to respond effectively to HUD on the issues raised by the audit and the significant amount of funds HUD has claimed may need to be repaid from City non-federal funds.
2. Contractor will review the relevant existing documentation and correspondence regarding the City's administration of its HUD CDBG programs, evaluate the matters raised by the HUD OIG and the Newark, N.J. HUD CPD office regarding the audit, and research, assist in preparation of written responses to HUD and advise the City on potential legal and administrative actions the City may take with respect to these matters.
3. Contractor will provide the City with periodic memoranda analyzing the issues relating to the current dispute with HUD and potential actions the City should consider in responding effectively to the matters raised by the HUD OIG audit, and regarding other community development programs of the City, and help ensure the City's future administration of these federal community development funds comply with applicable federal rules and requirements.
4. Contractor will represent the City with respect to the issues raised by HUD relative to the City's administration of its community development programs, as appropriate, including assistance in preparation of City responses to HUD on the issues raised, as well as advice and assistance in resolving the OIG audit findings and any monitoring or other findings that may arise. Additional issues often arise in the process of such monitoring actions by HUD and in resolution of issues, and these matters will be included in the professional legal services provided, as required.
5. The term of this contract is 12 months effective as of July 25, 2017.

## B. SCHEDULE OF PERSONNEL AND COMPENSATION

### 1. SCHEDULE OF CONTRACTOR PERSONNEL AND HOURLY FEES

Otto J. Hetzel, Esq. and William Eargle, CPA will provide professional services for this contract, with other professionals as necessary and appropriate. Otto Hetzel is a former Associate General Counsel of HUD, with significant expertise in handling compliance for local jurisdictions with HUD requirements. Mr. Hetzel's hourly fee is \$450 per hour until September 15, 2017 and \$400 per hour from September 16, 2017 until the end of the contract. William Eargle is a former Deputy Assistant Secretary for HUD's Community Planning and Development Program (CPD) and Comptroller of CPD. Mr. Eargle's hourly fee is \$250 per hour until September 15, 2017 and \$200 per hour from September 16, 2017 until the end of the contract. If appropriate in his judgment, and with prior approval by the City, Contractor may utilize the assistance of other legal counsel or consultants with relevant expertise. Their rates will be similar to the above rates or in some cases lower, depending upon the level of expertise and experience of the person involved, or a paralegal may be used for particular tasks to reduce costs.

### 2. IMPORTANCE OF ATTORNEY SUPERVISION OF PROFESSIONALS

Any expert professionals who are not attorneys will operate under the direction of attorneys. This ensures that all communications with the City and work performed under this contract will come under the attorney-client privilege and work product protections from disclosure.

### 3. REIMBURSABLE EXPENSES

- a. Travel, including air or train fare, transportation to and from airports or stations, automobile travel, local travel, including car rental fees, taxi fares, auto mileage at applicable IRS rates per mile, parking, lodgings, local telephone and meals, with advance notice to and approval of the City. Reasonable travel time will be billable.
- b. Courier, Federal Express, and postage.
- c. Photocopying costs @ \$.20 per page.
- d. Long-distance telephone charges.
- e. Fax charges, if long-distance charges.
- f. Supplies for presentation materials, etc.
- g. Other costs as required, with the prior approval of the City.

### 4. CONTRACT AMOUNT

Contractor will submit its hourly fees and expenses in periodic invoices to the City for payment. The City will pay those amounts invoiced by Contractor for its services and expenses under the Scope of Services above in this Contract; the amount to be paid

Contractor under this contract is not to exceed **\$138,106** with any additional amounts subject to further written agreement of the Parties.

C. TERMINATION

This contract may be terminated by either party with 30 days written notice to the other party at the addresses listed below. Contractor will be paid for any services and expenses incurred prior to the receipt of such notice of termination.

D. INDEMNIFICATION

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, and hold harmless City and any and all of its officials, employees ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, to the extent same are caused in whole or in part by any gross negligent act, error, or omission of Contractor, its officers, agents, employees or subcontractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement.

E. INSURANCE

Contractor shall, at its expense, secure and maintain throughout the term of this Agreement Professional Liability Insurance, with minimum limits of liability of \$1,000,000 combined single limit coverage against loss or damages because of wrongful or negligent acts or omissions by the named insured.

F. ASSIGNMENT

Unless otherwise agreed to in writing by the City, the City will recognize no assignment of this Agreement by Contractor. Any such assignment without such consent shall be void and shall, at the option of City, terminate this Agreement.

G. INDEPENDENT CONTRACTOR

Contractor understands and acknowledges that Contractor is an independent contractor, not an employee, partner, agent, or principal of City. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the Parties. Contractor has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom Contractor uses in performing services under this Agreement. Contractor shall provide the required services in Contractor's own manner and method, except as this Agreement specifies. Contractor shall treat a provision in this Agreement that may appear either to give City the right to



direct Contractor as to the details of doing the work, or to exercise a measure of control over the work, as giving Contractor direction only as to the work's end result.

H. RECORD RETENTION AND INSPECTION

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement, in accordance with accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

I. ADDRESSES OF PARTIES FOR COMMUNICATIONS UNDER THIS CONTRACT

For purposes of any notices or communications under this contract:

1. The Contractor's correspondence address is:

5015 Allan Road  
Bethesda, MD 20816

2. The City's address is:

280 Grove Street  
Jersey City, NJ 07302

J.

Political Contribution Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

K.

Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

L.

CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract will be awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

M.

Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00.)

N.

New Jersey Business Registration Requirements

The Contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Contractor.

Before final payment on the contract is made by the contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the Contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) of subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

O.

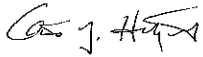
City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESSETH WHEREOF, the City and the Contractor have executed this Agreement as of the date above inserted and this contract shall be effective on such date, and the parties intend to be legally bound hereby.

OTTO J. HETZEL, ESQUIRE

THE CITY OF JERSEY CITY, NEW JERSEY



Otto J. Hetzel, Attorney at Law

BY: \_\_\_\_\_

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-408

Agenda No. 10.Z.20

Approved: \_\_\_\_\_

TITLE: \_\_\_\_\_



## WITHDRAWN

### RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF APRUZZESE, McDERMOTT, MASTRO & MURPHY, P.C. FOR GENERAL LEGAL SERVICES RELATED TO EMPLOYMENT ORGANIZATIONAL PRACTICES

**COUNCIL**  
resolution:

offered and moved adoption of the following

**WHEREAS**, it has been determined that an independent review of issues raised in employment organizational practices is required; and

**WHEREAS**, the Corporation Counsel has recommended the appointment of outside counsel to handle these matters; and

**WHEREAS**, outside counsel agreed to provide these services at an hourly rate of **\$150.00** per hour, including expenses, for a total amount not to exceed **\$15,000**; and

**WHEREAS**, Apruzzese, McDermott, Mastro & Murphy, P.C., 25 Independence Boulevard, Warren, New Jersey, are attorneys in the State of New Jersey and are qualified to perform these services; and

**WHEREAS**, in October, 2016, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

**WHEREAS**, Apruzzese, McDermott, Mastro & Murphy, P.C. submitted a Qualification Statement in response to the City's RFQ; and

**WHEREAS**, this contract award is made for a term of one year and is in accordance with the "fair and open process" of the Pay-to-Play Law N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, Apruzzese, McDermott, Mastro & Murphy, P.C. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, the resolution authorizing the award and agreement itself must be available for public inspection; and

**WHEREAS**, a temporary encumbrance in the amount of \$10,000 is available in **Account No.: 01-201-20-155-312**.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to Apruzzese, McDermott, Mastro & Murphy, P.C., 25 Independence Boulevard, Warren, New Jersey 07059 to review employment organizational practices for a one year period effective April 5, 2018 for a total amount of **\$15,000**, including expenses.
2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-1 et seq.

City Clerk File No. Res. 18-408Agenda No. 10-Z-20

TITLE:

**RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES  
AGREEMENT WITH THE LAW OFFICE OF APRUZZESE, McDERMOTT, MASTRO  
& MURPHY, P.C. FOR GENERAL LEGAL SERVICES RELATED TO EMPLOYMENT  
ORGANIZATIONAL PRACTICES**

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary;

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

5. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution.

6. Pursuant to N.J.S.A. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2018 fiscal year temporary budget shall be subject to the appropriation of funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget.

I hereby certify that funds in the amount of \$10,000 are available in **Account No. 01-201-20-155-312 PG NO. 128940**

  
Donna Mauer, Chief Financial Officer

XX  
04/04/18

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

R.R.  
4-10-18

APPROVED: \_\_\_\_\_

Business Administrator

Cei

Not

# WITHDRAWN

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18 |     |     |      |               |     |     |      |                |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|----------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON  | AYE | NAY | N.V. |
| RIDLEY                                          |     |     |      | YUN           |     |     |      | RIVERA         |     |     |      |
| PRINZ-AREY                                      |     |     |      | SOLOMON       |     |     |      | WATTERMAN      |     |     |      |
| BOGGIANO                                        |     |     |      | ROBINSON      |     |     |      | LAVARRO, PRES. |     |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW OFFICE OF APRUZZESE, McDERMOTT, MASTRO & MURPHY, P.C. FOR GENERAL LEGAL SERVICES RELATED TO EMPLOYMENT ORGANIZATIONAL PRACTICES**

**Project Manager**

|                     |              |                     |
|---------------------|--------------|---------------------|
| Department/Division | Law          | Law                 |
| Name/Title          | Peter Baker  | Corporation Counsel |
| Phone/email         | 201-547-4667 | Pbaker@jenj.org     |

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

As best practice in employment matters, the City needs to retain third-party counsel to review and provide guidance pertaining to employment issues.

**Cost (Identify all sources and amounts)**

\$15,000  
01-201-20-155-312

**Contract term (include all proposed renewals)**

1 year

Type of award Fair/Open

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

4/17/18  
Date

## **Outside Counsel Agreement**

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2018 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, **Apruzzese, McDermott, Mastro & Murphy**, Somerset Hills Corporate Center, 25 Independence Boulevard, P.O. Box 112, Liberty Corner, New Jersey 07938 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel for general legal services related to employment organizational practices.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### **I. CONFLICTS OF INTEREST**

#### **A. Initial Conflicts Check.**

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

#### **B. City Conflicts.**

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's



confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

**C. Continuing Obligation.**

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

**D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.**

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel,

will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

## **II. WORKING RELATIONSHIP**

### **A. Identification of Objectives/Relationship Attorney.**

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

### **B. Early Case Assessment/Cost Assessment.**

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

**C. Staffing.**

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time

has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

**D. Settlement.**

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

**E. Media Relations/Law Firm Advertising.**

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

**F. Engagement of E-Discovery and Other Vendors, Including Experts.**

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

**G. Adherence to Ethical Standards.**

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

**H. Gratuities.**

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with whom the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

**I. Malpractice Insurance.**

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

**J. File Retention.**

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

**III. Billing**

**A. Rates.**

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$15,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates

applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

**B. Invoicing Policy.**

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any Outside Counsel who's billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

**C. Invoice Format.**

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file', 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

**D. Acceptable Fees/Charges.**

**Overhead charges may not be billed.** The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)



- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

**E. Basic legal research may not be billed.**

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

**F. Out-of-pocket costs must be itemized and passed through with no markup.**

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

**G. Prohibited disbursements.**

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental

- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

#### **H. Copying/scanning.**

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

#### **I. Couriers and Overnight Mail.**

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

#### **J. Travel Expenses.**

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

**K. Reimbursement of Meals for Overnight Travel.**

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

**L. Maintenance of Expense Records.**

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

**M. Personal Expenses Not Reimbursable.**

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

**N. Vendor discounts must be passed through.**

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

**IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN**

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00.

#### **V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE**

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq., following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

#### **VI. CONFIDENTIALITY**

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and non-legal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

## **VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

## **VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE**

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

## **IX. TERMINATION**

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract

shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

#### **X. GENERAL TERMS**

##### **A. Governing Law/Jurisdiction.**

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

##### **B. Counterparts Clause.**

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

**Attest:**

**City of Jersey City**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**Brian Platt**  
**Business Administrator**

**WITNESS:**

**Apruzzese, McDermott, Mastro &  
Murphy**

\_\_\_\_\_  
**By:**  
**Firm:**

## APPENDIX A

### CONFIDENTIALITY AGREEMENT

\_\_\_\_\_  
of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated \_\_\_\_\_, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend

the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



(REVISED 4/13)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**EXHIBIT A (Continuation)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Arthur R. Thibault, Jr., Attorney at Law

Representative's Signature: \_\_\_\_\_

Name of Company: Apruzzese, McDermott, Mastro & Murphy, P.C.

Tel. No.: 908-580-1776

Date: April 5, 2018

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title/Print: Arthur R. Thibault, Jr., Attorney at Law

Representative's Signature: \_\_\_\_\_

Name of Company: Apruzzese, McDermott, Mastro & Murphy, P.C.

Tel. No.: 908-580-1776

Date: April 5, 2018



**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Apruzzese, McDermott, Mastro & Murphy, P.C.  
Address : 25 Independence Boulevard, Warren, NJ 07059  
Telephone No. : 908-580-1776  
Contact Name : Arthur R. Thibault Jr.

Please check applicable category :

☐ Minority Owned Business (MBE)      ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE)      ☒ Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Apruzzese, McDermott, Mastro & Murphy, P.C.  
Address: 25 Independence Boulevard, Warren, NJ 07059  
Telephone No.: 908-580-1776  
Contact Name: Arthur R. Thibault Jr.

Please check applicable category:

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)  
☐ Woman Owned business (WBE) ☒ Neither

Definitions  
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I -- Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (c) and (d).

|                             |                              |
|-----------------------------|------------------------------|
| Steven Fulop for Mayor 2017 | Mira Prinz-Arey for Council  |
| Lavarro for Councilman      | Friends of Richard Boggiano  |
| Friends of Joyce Watterman  | Michael Yun for Council      |
| Friends of Daniel Rivera    | Solomon for Council          |
| Ridley for Council          | Friends of Jermaine Robinson |

**Part II -- Ownership Disclosure Certification**

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership    ☒ Corporation    ☐ Sole Proprietorship    ☐ Subchapter S Corporation  
☐ Limited Partnership    ☐ Limited Liability Corporation    ☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                                   |
|------------------------------|------------------------------------------------|
| Robert T. Clarke             | 36 Cedar Road, Whitehouse Station, NJ 08889    |
| Frederick T. Danser          | 853 Collins Meadow Drive, Georgetown, SC 29440 |
| Maurice J. Nelligan          | 57 County Acres Drive, Hampton, NJ 08827       |
| Barry Marell                 | 5 Lara Place, Warren, NJ 07059                 |
| Mark J. Blunda               | 73 South Manor Court, Wall, NJ 07719           |
|                              |                                                |
|                              |                                                |
|                              |                                                |
|                              |                                                |

**Part 3 -- Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Apruzzese, McDermott, Mastro & Murphy, P.C.

Signature of Affiant: [Signature] Title: Attorney at Law

Printed Name of Affiant: Arthur R. Thibault Jr. Date: April 5, 2018

Subscribed and sworn before me this 5 day of

April, 2018

My Commission expires:

**CLARA M. LONGO**

A Notary Public of New Jersey

Commission Expires 1/31/19

[Signature]  
(Witnessed or attested by)

(Seal)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

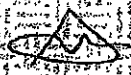
certification 8749

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to
N.J.A.C. 17:27. It is hereby certified that the State Treasurer has approved said report. This approval will remain in
effect for the period of 15-MAY-2012 15-MAY-2019



APRUZZESE, McDERMOTT, MASTRO & MURPHY, P.C.
25 INDEPENDENCE BOULEVARD
WARREN TOWNSHIP NJ 07059



Andrew P. Sidamon-Eristoff
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 286
TRENTON, NJ 08646-0286

TAXPAYER NAME:

APRUZZESE, MCDERMOT, MASTRO & MURPHY PC

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

0004804

ADDRESS:

25 INDEPENDENCE BLVD
WARREN NJ 07059

EFFECTIVE DATE:

07/22/70

ISSUANCE DATE:

08/31/04

FORM-BRC(08-01)

Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-409
Agenda No. 10.Z.21
Approved: APR 25 2018
TITLE: _____



RESOLUTION RATIFYING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH CLEARY GIACOBBE ALFIERI JACOBS, LLC TO REPRESENT FORMER MAYOR JERRAMIAH HEALY AND THE CITY OF JERSEY CITY IN THE MATTER OF VALERIE MONTONE/JOHN ASTRIAB V. CITY OF JERSEY CITY, ET AL.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, former Mayor Jeremiah Healy and former Police Chief Troy were named in a complaint filed by Valerie Montone (Civil Action No. 06-280) and John Astriab (Civil Action No. 06-3790) in Federal District Court of New Jersey alleging violations of their civil rights; and

WHEREAS, a motion was granted to consolidate Astriab/Civil Action No. 06-280 and Montone/Civil Action No. 06-3790; and

WHEREAS, the Municipal Council of the City of Jersey City approved Resolution 17-183 on February 22, 2017 authorizing a professional services agreement for a total contract amount of \$50,000 with the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC to represent the City of Jersey City (City) and former Mayor Jeremiah Healy in the consolidated matter of Astriab/Montone v. City of Jersey City, et al.; and

WHEREAS, N.J.S.A. 40A-11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, the lawsuit is still ongoing and it is necessary to ratify the renewal of the contract effective February 23, 2018; and

WHEREAS, the council approved \$150,000 for prior year contracts and \$147,341.18 has been paid to Cleary, Giacobbe, Alfieri, Jacobs, LLC to date; and

WHEREAS, all funds have been expended and it is necessary to amend the contract to increase it by an additional \$100,000 as the City continues to litigate this matter; and

WHEREAS, Cleary, Giacobbe, Alfieri, Jacobs, LLC agrees to provide these services at an hourly rate of **\$150.00** per hour, including expenses; and

WHEREAS, the City is amending this contract to Cleary, Giacobbe, Alfieri, Jacobs, LLC under the "fair and open process" of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, a temporary encumbrance in the amount of \$20,000 is available in **Account No. 18-01-201-23-210-312.**

WHEREAS, Cleary, Giacobbe, Alfieri, Jacobs, LLC has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

TITLE: **RESOLUTION RATIFYING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH CLEARY GIACOBBE ALFIERI JACOBS, LLC TO REPRESENT FORMER MAYOR JERRAMIAH HEALY AND THE CITY OF JERSEY CITY IN THE MATTER OF VALERIE MONTONE/JOHN ASTRIAB V. CITY OF JERSEY CITY, ET AL.**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. An agreement with the law firm of Cleary, Giacobbe, Alfieri, Jacobs, LLC is hereby ratified and reauthorized for one year effective February 23, 2018, and the contract amount is increased by an additional **\$100,000**; for a total contract amount of \$247,341.18;
2. The award of this contract is subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.;
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary;
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;
5. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law; N.J.S.A. 40A:11-1 et seq.;
6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto, shall be placed on file with this Resolution; and
7. Pursuant to N.J.A.C. 5:30-5.5(c), the continuation of the agreement after the expenditure of funds encumbered in 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal year permanent budget and in the subsequent fiscal year budget.

I, Donna Mauer, Donna Mauer hereby certify that there are sufficient funds available in **Account No.: 18-01-201-23-210-312** for payment of this resolution. P.O. No. 128754

Donna Mauer, Chief Financial Officer

APPROVED: 03/13/2018

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH CLEARLY GIACOBBE ALFIERI JACOBS, LLC TO REPRESENT FORMER MAYOR JERRAMIAH HEALY AND THE CITY OF JERSEY CITY IN THE MATTER OF VALERIE MONTONE/JOHN ASTRIAB V. CITY OF JERSEY CITY, ET. AL.

Project Manager

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Montone/Astriab matters have been consolidated. The Complaint is against Former Mayor Jerramiah Healy and the City of Jersey City alleging violation of civil rights as well as hostile work environment and gender discrimination. This is an on-going litigation matter which is potentially heading to trial. Accordingly, the City is reentering into a contract with Clearly Giacobbe Alfieri Jacobs, LLC for an additional \$100,000.

Cost (Identify all sources and amounts)**Contract term (include all proposed renewals)**

Insurance Fund Commission
18-01-201-23-210-312

One Year

Type of award Direct/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/17/18
Date

Outside Counsel Agreement

This **Agreement** dated the ____ day of _____, 2018 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, Cleary, Giacobbe, Alfieri, Jacobs LLC ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *John Astriab/Valerie Montone v. City of Jersey City, et. al.*

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on

costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT

professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$100,000.00.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of

any Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts

- Preparing budgets
- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)

- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. POLITICAL CONTRIBUTION PROHIBITION

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

V. CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

V. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

VI. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

The contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

VII. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

(a) If the Agreement exceeds \$40,000 it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) for contracts which exceed \$40,000.

VIII. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

IX. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

X. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

XI. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Cleary, Giacobbe, Alfieri, Jacobs,
LLC

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Ruby Kumar-Thompson

Representative's Signature: 

Name of Company: Cleary Giacobbe Alfieri Jacobs, LLC

Tel. No.: 973-845-6700

Date: 12/14/2017

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 222
TRENTON, NJ 08646-0222

TAXPAYER NAME:

CLEARY GIACOBBE ALFIERI & JACOBS LLC

TRADE NAME:

ADDRESS:

955 STATE HWY 34 STE 200

MATAWAN NJ 07747-9108

EFFECTIVE DATE:

11/03/10

SEQUENCE NUMBER:

51598238

ISSUANCE DATE:

09/20/17

James J. Scudder
Director
New Jersey Division of Revenue

FORM-BRC

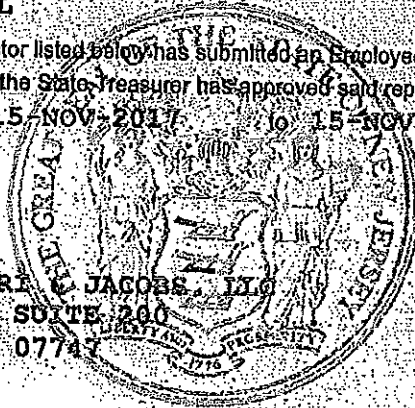
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

Certification 45751

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2017 to 15-NOV-2020

CLEARY GIACOBBE ALFIERI & JACOBS, LLC
955 STATE HIGHWAY 34, SUITE 200
MATAWAN NJ 07747



Ford M. Scudder
FORD M. SCUDDER
State Treasurer

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): Ruby Kumar-Thompson

Representative's Signature: [Signature]

Name of Company: Clarey Jacobbe Alfieri Jacobs, LLC

Tel. No.: 973-845-6700

Date: 12/14/2017

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Cleary Giacobbe Alfieri Jacobs, LLC
Address : 169 Ramapo Valley Rd, Upper Level 105, Oakland, NJ 07436
Telephone No. : 973-845-6700
Contact Name : Ruby Kumar-Thompson

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

**Definitions
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Cleary Giacobbe Alfieri Jacobs, LLC

Business Name: _____
Address: 169 Ramapo Valley Rd, Upper Level 105, Oakland, NJ 07436
Telephone No.: 973-845-6700
Contact Name: Ruby Kumar-Thompson

Please check applicable category:

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

**Definitions
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Cleary Giacobbe Alfieri Jacobs, LLC (name of business entity) has not made any reportable contributions in the ****one-year period** preceding January 1, 2018 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Cleary Giacobbe Alfieri Jacobs, LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Cleary Giacobbe Alfieri Jacobs, LLC

Signed: *Ruby Kumar-Thompson* Title: Partner

Print Name: Ruby Kumar-Thompson Date: 12/14/2017

Subscribed and sworn before me
this 14th day of December 2017

My Commission expires: 9/21/2022

John S. Papendick
JOHN S. PAPENDICK
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50068419
My Commission Expires 9/21/2022

Cleary Giacobbe Alfieri Jacobs, LLC

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that *Cleary Jacobbe Alfieri Jacobs, LLC* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled for approval of the contract by the governing body)* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *<name of entity of elected officials>* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Jermaine D. Robinson

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
JAMES J. CLEARY	107 Haven Way Morganville, NJ
MATTHEW J. GIACOBBE	150 Andrew Avenue Oakland, NJ
SALVATORE ALFIERI	4 Colony Drive Marlboro, NJ
MITCHELL B. JACOBS	9 Vista Drive Morganville, NJ

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

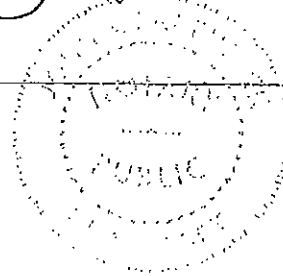
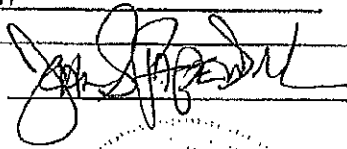
Name of Business Entity: Cleary Jacobbe Alfieri Jacobs, LLC

Signed: *Ruby Kumar-Thompson* Title: Partner

Print Name: Ruby Kumar-Thompson Date: 12/14/2017

Subscribed and sworn before me this 14th day of
December, 2017

My Commission expires: 9/21/2022 JOHN S. PAPENDICK
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50068419
My Commission Expires 9/21/2022



C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26


This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Cleary Giacobbe Alfieri Jacobs, LLC		
Address:	169 Ramapo Valley Road, Upper Level 105		
City:	Oakland	State:	NJ Zip: 07436

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Form 1041-SS (01-2019) OMB No. 1545-0047

 Ruby Kumar-Thompson Partner

Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.[illegible]☐ Check here if the information is continued on subsequent page(s)

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-410

Agenda No. 10.Z.22

Approved:

TITLE:

WITHDRAWN



RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH DESHA JACKSON LAW GROUP LLC TO ACT AS THIRD-PARTY HEARING OFFICERS FOR THE CITY OF JERSEY CITY IN VARIOUS DISCIPLINARY ACTIONS

COUNCIL
resolution:

offered and moved adoption of the following

WHEREAS, the City of Jersey City (City) requires the services of special counsel to act as a third-party hearing officer for the City in various disciplinary actions; and

WHEREAS, the Corporation Counsel recommended the appointment of special counsel as a hearing officer for the City; and

WHEREAS, the Municipal Council of the City of Jersey City (City) approved Resolution 17-808 on October 11, 2017 authorizing a one year professional services agreement effective as of October 11, 2017 in the amount of \$25,000 with the Desha Jackson Law Group LLC, as third - party hearing officers for the City in various disciplinary actions; and

WHEREAS, all funds have been expended and it is necessary to amend the contract to increase it by an additional \$75,000 as the City continues to need third-party hearing officers for disciplinary matters; and

WHEREAS, Desha Jackson Law Group LLC, will provide these services at an hourly rate of **\$150.00**, including expenses; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, a temporary encumbrance in the amount of \$10,000 is available in **Account No. 17-01-201-20-155-312**.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The contract with the office of Desha Jackson Law Group LLC authorized by Resolution No. 17-808 is hereby amended to increase the amount by \$75,000 for a total contract amount of \$100,000;
2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. The Mayor or Business Administrator is hereby authorized to execute the agreement amendment in substantially the form attached subject to such modifications as the Corporation Counsel deems appropriate or necessary;
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution;

City Clerk File No. Res. 18-410Agenda No. 10.2.22

TITLE:

**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH
DESHA JACKSON LAW GROUP LLC TO ACT AS THIRD-PARTY HEARING
OFFICERS FOR THE CITY OF JERSEY CITY IN VARIOUS DISCIPLINARY
ACTIONS**

5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the agreement after the expenditure of funds encumbered in 2018 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2018 fiscal year permanent budget.

I hereby certify that there are sufficient funds available in **Account No.: 18-01-201-20-155-312** for payment of this resolution. **PO NO. 128942**


Donna Mauer, Chief Financial Officer

xx
04.04.18

APPROVED: _____ APPROVED AS TO LEGAL FORM

R.R.
4-10-18

APPROVED: _____
Business Administrator

Cel

No

WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH
DESHA JACKSON LAW GROUP LLC TO ACT AS THIRD-PARTY HEARING OFFICERS FOR
THE CITY OF JERSEY CITY IN VARIOUS DISCIPLINARY ACTIONS**

Project Manager

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	Pbaker@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Funds have been expended so it is necessary to amend resolution no. 17-808 increasing the contract amount by an additional \$75,000 as counsel continues to be a hearing officer.

Cost (Identify all sources and amounts)

Law Department Funds
18-01-201-20-155-312

Contract term (include all proposed renewals)


One Year

Type of award Direct/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/17/18
Date

**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH
DESHA JACKSON LAW GROUP LLC TO ACT AS THIRD-PARTY HEARING OFFICERS
FOR THE CITY OF JERSEY CITY IN VARIOUS DISCIPLINARY ACTIONS**

This First Amendment of Agreement made this _____ day of _____, 2018 between
the City of Jersey City (City) and Desha Jackson Law Group LLC;

WHEREAS, Resolution 17-808, approved on October 11, 2017, authorized a professional services
agreement with Desha Jackson Law Group LLC to represent the City in various disciplinary actions;
and

WHEREAS, Resolution 17-808 authorized a professional services contract in an amount not to
exceed \$25,000.00 and for a term of 12 months effective as of October 11, 2017; and

WHEREAS it is necessary to increase the contract amount by an additional **\$75,000.00** for a total
contract amount of \$100,000.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein
the parties agree as follows:

1. The contract with Desha Jackson Law Group LLC authorized by Resolution 17-808,
approved on October 11, 2017, is amended to increase the contract by an additional \$75,000.00 for
the services associated with representing the City in various disciplinary actions;

2. All other terms, covenants, conditions, rights and liabilities of the parties as set forth in the
Professional Services Agreement with Desha Jackson Law Group LLC dated October 11, 2017 shall
remain in full force and effect.

IN WITNESS WHEREOF, the City of Jersey City by its Mayor or Business Administrator and Desha Jackson Law Group LLC, have executed this First Amendment to the Agreement and affixed their corporate seal thereto the day, month and year first above written.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

BRIAN PLATT
Business Administrator

ATTEST:

Desha Jackson Law Group LLC

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121-5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title: _____

Representative's Signature: _____

Name of Company: _____

Rel. No.: _____

Date: _____

Dasha Jackson Owner / Sole Proprietor
Dasha Jackson Law Group LLC
4/5/18

Sample Employee Information Report Form AA302

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
REQ Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE FORM MAY LEAD TO THE REQUIRED \$15000 FEE BEING ASSESSED. DO NOT SUMMIT REPORT FOR SECTION B, ITEM 11, FOR FINANCIAL OR COMPLIANCE REASONS. GO TO <http://www.state.nj.gov/purchase/contractcompliance/req/aa302.html>

SECTION A - COMPANY IDENTIFICATION

1. C.D.B. NO. OR SOCIAL SECURITY: 46-2832316

2. TYPE OF BUSINESS: ☒ 1. MFG. ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 1

4. COMPANY NAME: Desha Jackson Auto Group LLC

5. STREET: 100 Willow Brook Rd CITY: Freehold COUNTY: Monmouth STATE: NJ ZIP CODE: 07728

6. NAME OF AGENCIES OR AFFILIATED COMPANY IF NONE, INDICATE: N/A

7. CHECK ONE: IS THIS COMPANY: ☐ 1. SINGLE-ESTABLISHMENT EMPLOYER ☒ 2. MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN THE STATE: 1

9. PUBLIC AGENCY AWARDING CONTRACT: ☐ 1. YES ☒ 2. NO

10. CITY: Freehold COUNTY: Monmouth STATE: NJ ZIP CODE: 07728

11. DATE OF REPORT: 10/20/17 ASSIGNED CERTIFICATION NUMBER: 732-414-6663

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and all columns. Where there are no employees in a particular category, enter 0 (zero). Exclude ALL employees not employed in the category in which you are reporting. Do NOT SUMMIT REPORT.

JOB CATEGORY(ES)	ALL EMPLOYEES			PERMANENT NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (COL. 2-3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	INDIAN	ASIAN	NON AMN.	BLACK	HISPANIC	INDIAN	ASIAN	NON AMN.
Officials/Managers													
Professionals	1												
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-Skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employees from previous report (if any)													
Temporary & Part- time employees													
The data below shall NOT be included in the figures for the appropriate categories above:													

The data below shall NOT be included in the figures for the appropriate categories above:

12. HOW WAS INFORMATION AS TO RACE OR ETHNICITY OBTAINED? ☐ 1. Visual Survey ☒ 2. Employee Self-Report

13. IS THIS YOUR FIRST EMPLOYEE INFORMATION REPORT SUBMITTED? ☒ 1. YES ☐ 2. NO

14. IF NO, DATE LAST REPORT SUBMITTED: NO DAY YEAR

15. DATE OF REPORT: FROM 10/20/17 TO 10/20/17

16. NAME OF PERSON COMPLETING FORM (Print or Type): Desha Jackson SIGNATURE: [Signature] TITLE: Owner DATE: 10/20/17

17. ADDRESS: NO. & STREET: 100 Willow Brook Rd CITY: Freehold COUNTY: Monmouth STATE: NJ ZIP CODE: 07728 PHONE (AREA CODE) NO. EXTENSION: 732-414-6663

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Services Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Representative's Signature:

Name of Company:

Tel. No.:

Date:

Deborah Jackson Owner/Sole Proprietor
Deborah Jackson
Deborah Jackson LAW Group LLC
732-444-6663
9/5/18

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name :

Address :

Telephone No. :

Contact Name :

Desha Jackson / ANK Group LLC
10 Willow Brook Rd, Ste 250, Freehold, NJ 07728
732-414-6663
Desha Jackson

Please check applicable category :

☐ Minority Owned Business (MBE)

☒ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBB)

☐ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name:

Address:

Telephone No.:

Contact Name:

Please check applicable category:

☐ Minority Owned Business (MBE)

☒ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE)

☐ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Contract Compliance & Equal Employment Opportunity
 VENDOR ACTIVITY SIMILARITY REPORT

CERTIFICATE NO. _____

NAME OF FACILITY: Deborah Jackson Law Office PC DATES OF PAYROLL PERIOD USED: FROM 2018 TO 2019

100 Million Book Inc Deborah Jackson Abraham NT 07128
 STREET CITY STATE ZIP CODE

JOB CATEGORIES	MALE						FEMALE					
	Total	Black	Hispanic	Am. Indian	Asian	Non-His.	Total	Black	Hispanic	Am. Indian	Asian	Non-His.
OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL	NA						NA					

I certify that the information on this form is true and correct.

DATE OF PERSON COMPLETING FORM: NA

I certify that the information on this form is true and correct.
 NAME OF PERSON COMPLETING FORM (Print or Type) Deborah Jackson SIGNATURE [Signature]

DATE SUBMITTED 4/15/18

ADDRESS (NO. & STREET) 100 Million Book Inc (CITY) Abraham (STATE) NT (ZIP) 07128
 PHONE (AREA CODE, NO., EXTENSION) 732-446-6663

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
Division of Contract Compliance & Equal Employment Opportunity

VENDOR ACTIVITY SUMMARY REPORT
☐ NEW HIRING ☒ PROMOTIONS ☐ TRANSFERS ☐ TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____

NAME OF FACILITY: _____

PERIOD USED: FROM _____

TO _____

100116th Brookside Suite 250
Jackson Desha
Freehold Monmouth
NJ
07728

JOB	MALE					FEMALE				
	Total	Black	Hispanic	Am. Indian	Asian	Total	Black	Hispanic	Am. Indian	Asian
MANAGERS										
OFFICIALS & MANAGERS										
PROFESSIONALS										
TECHNICIANS										
SALES WORKERS										
OFFICE & CLERICAL										
CRAFTWORKERS										
OPERATIVES										
LABORERS										
SERVICE WORKERS										
GOVT										

I certify that the information on this form is true and correct.
NAME OF PERSON COMPLETING FORM (Print or Type) _____
LAST FIRST MI SIGNATURE _____

DATE SUBMITTED 9/5/18

ADDRESS (NO. & STREET) _____

(CITY) _____

(STATE) _____

(ZIP) _____

PHONE (AREA CODE, NO., EXTENSION) _____

100116th Brookside Suite 250
Freehold NJ 07728 732-414-6663

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 Division of Contract Compliance & Equal Employment Opportunity
 VENDOR ACTIVITY SUMMARY REPORT

CERTIFICATE NO. _____

NAME OF FACILITY:

5572 Algonquy LLC

DATES OF PAYROLL PERIOD USED: FROM

2018

TO 2019

STREET

CITY

COUNTY

STATE

ZIP CODE

Million Book Holdings Suite Freehold North NJ 07728

JOB

NAME

ETHNICITY

	Total	Black	Hispanic	AM Indian	Asian	Non-Min	Total	Black	Hispanic	AM Indian	Asian	Non-Min
CAREGIVERS												
OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL	N/A						N/A					

I certify that the information on this form is true and correct.
 NAME OF PERSON COMPLETING FORM (Print or Type):
 LAST FIRST MI SIGNATURE

Takson Doshie

[Signature]

DATE SIGNED

4/5/18

ADDRESS (NO. & STREET)

(CITY)

(STATE)

(ZIP)

PHONE (AREA CODE, NO., EXTENSION)

Million Book Holdings Suite Freehold NJ 07728 732-410-6663

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
Division of Contract Compliance & Equal Employment Opportunity
VENDOR ACTIVITY SUMMARY REPORT

☐ NEW HIRES ☐ PROMOTIONS ☒ TRANSFERS ☐ TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____

DATE OF PAYROLL PERIOD USED: FROM 2018 TO 2019

NAME OF FACILITY:

JS LAW Group LLC

Street

City

County

State

Zip Code

100 Willow Brook Rd Suite 250 Freehold Monmouth NJ 07728

JOB CATEGORIES	MALE						FEMALE					
	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE & CLERICAL												
CRAFTWORKERS												
OPERATIVES												
LABORERS												
SERVICE WORKERS												
TOTAL	<u>N/A</u>						<u>N/A</u>					

I certify that the information on this form is true and correct.

NAME OF PERSON COMPLETING FORM (Print or Type).

LAST

FIRST

MI

SIGNATURE

DATE SUBMITTED

Jackson Debra

(CITY)

(STATE)

(ZIP)

PHONE (AREA CODE, NO., EXTENSION)

100 Willow Brook Rd Suite 250 Freehold NJ 07728

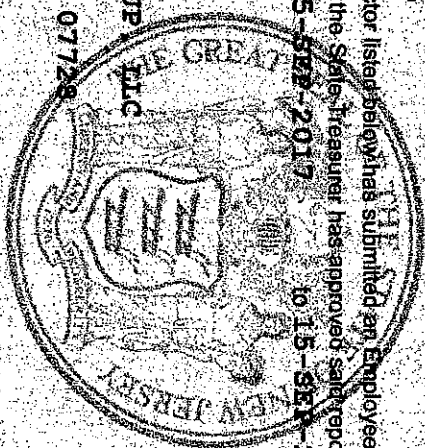
732-414-6663

Certification 58119

CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-SEP-2017** to **15-SEP-2024**

DESHA JACKSON LAW GROUP, LLC
100 WILLOW BROOK ROAD
FREEHOLD NJ 07728



Ford M. Scudder
FORD M. SCUDDER
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DESHA JACKSON LAW GROUP LIMITED LIABILITY
COMPANY

Trade Name:

Address: 100 WILLOWBROOK RD. STE 250
FREEHOLD, NJ 07728

Certificate Number: 1798200

Effective Date: May 24, 2013

Date of Issuance: August 14, 2017

For Office Use Only:

20170814150047550

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name Desha Jackson
	Business name, if different from above Desha Jackson Law Group LLC
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.) 100 Willow Brook Road (Suite 200) City, state, and ZIP code Freehold, NJ 07728 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number								
or								
Employer identification number								

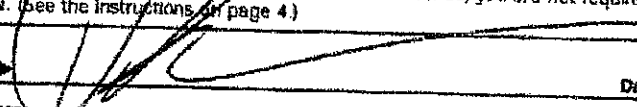
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person 	Date 9/19/17
-----------	--	---------------------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

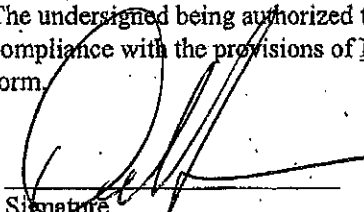
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	DESH JACKSON LAW GROUP LLC		
Address:	100 LITTLE BROOK, STE 250		
City:	Freehold	State:	NJ
		Zip:	07728

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	DESHA JACKSON	OWNER
Signature	Printed Name	Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			\$

☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page of

Vendor Name:

Desha Jackson Law Group LLC

[illegible]☐ Check here if the information is continued on subsequent page(s)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II - Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☒ Sole Proprietorship
 ☐ Subchapter S Corporation
☐ Limited Partnership
☐ Limited Liability Corporation
☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
N/A	

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: DeSha Jackson Law Group LLC

Signature of Affiant: [Signature] Title: Owner

Printed Name of Affiant: DeSha Jackson Date: 4/5/18

Subscribed and sworn before me this 5th day of April, 2018

My Commission expires:

December 23, 2021

[Signature]
 (Witnessed or attested by)

KATHERINE ALBARRAN
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires December 23, 2021

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Desha Jackson Law Group LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding 2017-2018 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Desha Jackson Law Group LLC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Desha Jackson Law Group LLC

Signed: [Signature] Title: OWNER

Print Name: Desha Jackson Date: 4/5/18

Subscribed and sworn before me
this 5th day of April, 2018.

My Commission expires:

(Affiant)

(Print name & title of affiant) (Corporate Seal)

Katherine Albarran

**KATHERINE ALBARRAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 23, 2021**

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of
contributions made prior to the effective date Ordinance 08-128 (September 23, 2008)
shall be deemed to be a violation of the Ordinance.**

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-411

Agenda No. 107.23

Approved: APR 25 2018

TITLE:



RESOLUTION REAUTHORIZING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES MONTANGE, ESQ. TO PROVIDE LEGAL COUNSEL REGARDING CONRAIL'S ABANDONMENT OF THE 6TH STREET EMBANKMENT

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Municipal Council of the City of Jersey City (City) approved Resolution 17.237 on March 8, 2017 authorizing the renewal of a professional services agreement with Charles Montange, Esq., 426 NW 162nd Street, Seattle, Washington 98177 to provide legal services in connection with Conrail's abandonment of the 6th Street Embankment and to analyze Conrail's compliance with its obligation to offer the abandoned property to the City; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, because this matter continues to be litigated, additional services are required and it is necessary to renew the professional services agreement with Charles Montange, Esq.; and

WHEREAS, the City Council approved \$530,000 for prior year contracts and \$530,000 has been paid to Charles Montange, Esq. to date; and

WHEREAS, Charles Montange, Esq. agrees to provide services for an hourly fee of \$200, including expenses, for a total contract amount not to exceed \$100,000; and

WHEREAS, Corporation Counsel has determined and certified in writing that the value of the contract will exceed \$17,000; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, Charles Montange, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification; and

WHEREAS, Charles Montange, Esq. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Charles Montange, Esq. has submitted his Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for the cost of these services in **Account No. 04-215-55-888-990**.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The contract with Charles Montange, Esq. is renewed for an additional one year period effective March 28, 2018 and the contract amount for this one year period is \$100,000.

TITLE: **APR 25 2018****RESOLUTION REAUTHORIZING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES MONTANGE, ESQ. TO PROVIDE LEGAL COUNSEL REGARDING CONRAIL'S ABANDONMENT OF THE 6TH STREET EMBANKMENT**

2. The Mayor and Business Administrator is hereby authorized to execute the renewal agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

3. The award of this Contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of this resolution.

5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto shall be placed on file with this resolution.


I hereby certify that there are sufficient funds available in **Account No. 04-215-55-888-990** for payment of this resolution. *P.O. # 128638*

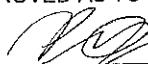

Donna Mauer, Chief Financial Officer

igp
3/13/18

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: 
Business Administrator


Corporation Counsel

Certification Required ☒Not Required ☐


APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO		✓		ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

R.R.
3-20-18

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION REAUTHORIZING THE RENEWAL AND AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES MONTANGE, ESQ. TO PROVIDE LEGAL COUNSEL REGARDING CONRAIL'S ABANDONMENT OF THE 6TH STREET EMBANKMENT

Project Manager

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Charles Montange is an attorney specializing in the esoteric aspects of the law pertaining to railroad involved litigation. He has been representing the City in our efforts to obtain title to the property known at the "Sixth Street Embankment" in proceedings before the Surface Transportation Board in Washington, DC.

Cost (Identify all sources and amounts)

04-215-55-888-990 (Sixth Street Embankment Funds)

Contract term (include all proposed renewals)

One year.

Type of award

Direct and Open

If "Other Exception", enter type**Additional Information**

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/19/18
Date

AGREEMENT

This **Agreement** dated the ____ day of _____, 2018 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Charles Montange, Esq.**, 426 NW 162nd Street, Seattle, Washington 98177. ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the **City** and **Special Counsel** agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to provide the City of Jersey City with legal services regarding Conrail's abandonment of the 6th Street Embankment. City acknowledges that **Special Counsel** is not a member of the New Jersey Bar, and that City shall furnish at City's cost counsel who is a member of the New Jersey Bar promptly to address all questions of New Jersey law raised in, or necessary for the resolution of, any proceeding or activity undertaken to accomplish the goal set forth in this Memorandum. Jersey City acknowledges that **Special Counsel** from time to time may represent other clients favoring preservation of the 6th Street Embankment and consents to such joint representation.

Affidavit of Services

Special Counsel shall submit a monthly certification of services to the Corporation Counsel. The certification shall specify in detail the services rendered and the time spent on those services all in accordance with N.J.S.A. 40A:5-16. The certification does not need to be notarized.

Consideration

A. For the above services, **Special Counsel** shall be compensated at the rate of **\$200** per hour, including expenses for a total contract amount of **\$100,000**.

B. The **Special Counsel** shall provide a monthly statement for services rendered. The **Special**

Counsel shall submit to the City administration no later than the tenth day of each month an affidavit or certification of services specifying the total number of hours worked/performed during the preceding month. All statements shall be supplemented by the City's voucher. Payment by the City shall be made within thirty (30) days or receipt. A copy of the City's form of voucher is attached.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** including Lexis trans library charges, and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (i) in the case of photocopying, the per page charge not to exceed twenty-five cents (\$.25) per page; and (ii) in the case of facsimile transmittal, the per page charge not to exceed fifty cents (\$.50) per page; charges for mileage and parking shall not be charged to the City. However, reasonable travel expenses may be allowed as required, if approved by the Business Administrator, in advance.

The City will provide **Special Counsel** with the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, etc., required in order to complete his work.

The Special Counsel may, with prior approval of the City retain services of third parties such as court reporters, investigators, consultants, experts, title companies, appraisers, etc. required to complete his work. The Special Counsel will pay all third-party providers directly and will bill the City for those services as detailed disbursements included in monthly invoices. The City will not accept separate invoices from the third-party service providers.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel**. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of Corporation Counsel or his designee.

New Jersey Business Registration Requirements

Special Counsel represents that as a sole practitioner from out of State, he has no business tax or employer obligations to the State of New Jersey. As such, he has agreed to request as such with the State of New Jersey by filing the attached P.L. 2004 or other appropriate form.

Special Provisions

The City or **Special Counsel** reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this contract shall be one year commencing on the date the contract is executed by city officials.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

- (A) If the contract exceeds \$9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.
- (B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:
 - 1. Minority/Women Business Enterprise Questionnaire for Bidders, attached.
 - 2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds \$9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Charles Montange, Esq.

Charles Montange, Esq.

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Charles H. Montanye

Representative's Signature: [Signature]

Name of Company: Law Office of Charles H. Montanye

Tel. No.: 206 546 1436 Date: 27 Feb 2018

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Charles H. Mennery
Representative's Signature: [Signature]
Name of Company: Law Office of Charles H. Mennery
Tel. No.: 206 546 1938 Date: 22 Feb 2018

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Charles H. Montange (Law Office)
Address : 426 NW 162d St., Seattle WA 98177
Telephone No. : 206-546-1936
Contact Name : Charles H. Montange

Please check applicable category :

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

12 Jan
2018

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Charles H. Montange (Law Office)
Address: 426 NW 162d St., Seattle WA 98177
Telephone No.: 206-546-1936
Contact Name: Charles H. Montange

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

12 Jan
2018

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

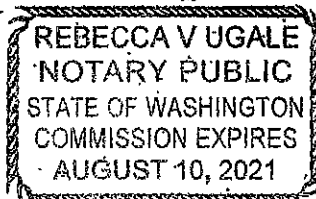
The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that
(Law Office of Charles H. Montagne) (name of business entity) has not made any reportable
contributions in the **one-year period preceding _____ (date City Council
awards contract) that would be deemed to be violations of Section One of the City of Jersey City's
Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award
of this contract. I further certify that during the term of the contract Charles H. Montagne
(name of business entity) will not make any reportable contributions in violation of Ordinance 08-
128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and
certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Charles H. Montagne
Signed: [Signature] Title: Attorney
Print Name: Charles H. Montagne Date: 12 Jan 2018

Subscribed and sworn before me
this 12 day of Jan, 2018.
My Commission expires:



[Signature]
(Affiant) Notary
Rebecca V Ugaie Notary Public
(Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of
contributions made prior to the effective date Ordinance 08-128 (September 23, 2008)
shall be deemed to be a violation of the Ordinance.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

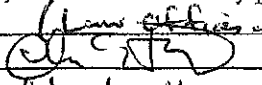
Check the box that represents the type of business entity:

- ☐ Partnership ☐ Corporation ☒ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
(Law Office of) Charles H. Montague	426 NW 162d St Seattle, WA, 98177

Part 3 - Signature and Attestation:

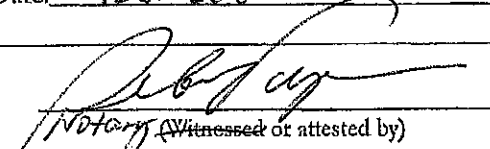
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

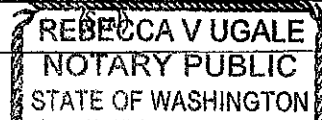
Name of Business Entity: (Law Office of) Charles H. Montague
Signature of Affiant:  Title: Attorney
Printed Name of Affiant: Charles H. Montague Date: 12 Jan 2018

Subscribed and sworn before me this 12 day of

January, 2018

My Commission expires: 8-10-2021


Notary (Witnessed or attested by)



C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	(Law Offices of) Charles H. Montange		
Address:	426 NW 162nd St.		
City:	Seattle	State:	WA Zip: 98177

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

12 Jan 2018
Signature

Charles H Montanye
Printed Name

Attorney
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

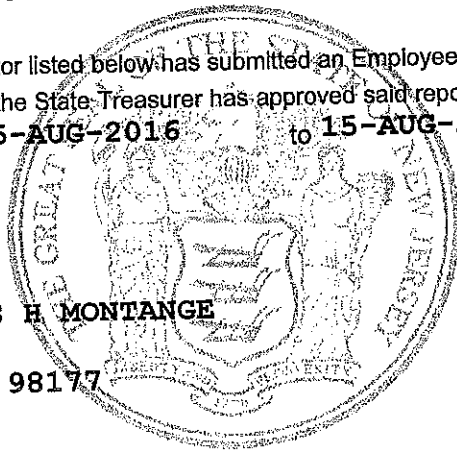
[illegible]☐ Check here if the information is continued on subsequent page(s)

Certification **43764**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2016** to **15-AUG-2023**

LAW OFFICES OF CHARLES H MONTANGE
426 NW 162ND STREET
SEATTLE WA 98177



Ford M. Scudder
FORD M. SCUDDER
Acting State Treasurer

STATE OF NEW JERSEY **BUSINESS REGISTRATION CERTIFICATE**

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
MONTANGE, CHARLES H
ADDRESS:
426 NW 162ND ST
SEATTLE WA 98177-3730
EFFECTIVE DATE:
11/22/05

TRADE NAME:
SEQUENCE NUMBER:
1194366
ISSUANCE DATE:
03/04/16

James J. Pusano
Director
New Jersey Division of Revenue

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-412

Agenda No. 10.Z.24

Approved: APR 25 2018

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2018 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and,

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2018 Temporary Budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above; and,

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2018 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$339,256,971**

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;


1. An emergency temporary appropriation is hereby created for:

ACCOUNT	DESCRIPTION	FROM	TO
20-100	Administrator's Office O/E	\$ 25,000.00	\$ 50,000.00
20-106	Communications O/E	\$ 4,814.00	\$ 11,814.00
20-123	Municipal Council O/E	\$ 39,392.00	\$ 50,000.00
20-140	Info Tech O/E	\$ 340,866.00	\$ 540,866.00
23-210	Insur. All Depts O/E	\$ 7,000,000.00	\$ 8,000,000.00
23-220	Employee Group Health Ins. O/E	\$ 28,010,000.00	\$ 48,010,000.00
23-221	Health Benefit Waiver	\$ 478,500.00	\$ 778,500.00
25-271	Communications & Tech O/E	\$ 1,500,000.00	\$ 2,200,000.00
25-272	Parking Enforcement O/E	\$ 77,198.00	\$ 100,000.00
28-375	Park Maint. O/E	\$ 211,149.00	\$ 300,000.00
31-432	Municipal Rent O/E	\$ 1,700,000.00	\$ 2,000,000.00
36-473	Social Security O/E	\$ 1,566,000.00	\$ 2,566,000.00
		TOTAL	\$ 23,654,261.00

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2018 Municipal Budget

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 
Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

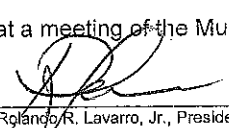
APPROVED 8-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution**RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY
APPROPRIATION****Initiator**

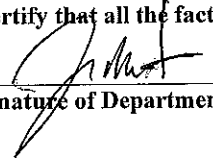
Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	X5042	jmetro@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To provide an additional appropriation in the Calendar Fiscal Year 2018 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period.

I certify that all the facts presented herein are accurate.


Signature of Department Director

04/18/2018

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 18-413

Agenda No. _____ 10.Z.25

Approved: _____ APR 25 2018

TITLE: **A RESOLUTION HONORING MAGDALENA ALVARADO ON THE OCCASION OF HER RETIREMENT**



COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Magdalena Alvarado (Magda) was born and raised in New Jersey and later moved to Puerto Rico where she lived until moving back to Jersey in 1985; and

WHEREAS, Magda received a home health care certification from the Department of Health in the State of New Jersey in 1988; and

WHEREAS, Magda began her career with the City of Jersey City on June 29, 1992 as a Health Aide in the Department of Health and Human Services within the Women, Infants and Children (W.I.C.) Program; and

WHEREAS, Magda has assisted in a professional manner the Jersey City community; and

WHEREAS, Magda is the proud mother of Erika, Angel, Angelica, and Amanda and the grandmother of nine lovely grandchildren named Janissa, Asaih, Elijah, Symphony, Ezra, Mya, Pura, Oasis, and Layla; and

WHEREAS, Magda is also a member of the Chestnut Street Community Church in Roselle, New Jersey serving this community for over 15 years; and

WHEREAS, Magdalena Alvarado announced her intention to retire as a public servant effective as of April 30, 2018, after dedicating over 25 years to the City of Jersey City; and

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City hereby wishes **Magdalena Alvarado** many years of health and happiness on the occasion of her retirement, and thanks her for her dedicated service to the people of the City of Jersey City.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rafael R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-414
Agenda No. 10.Z.26
Approved: APR 25 2018
TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE FY 2017 ANNUAL ACTION PLAN TO RE-PROGRAM HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS AND AUTHORIZE A HOME CONTRACT WITH OCEAN MLK URBAN RENEWAL ASSOCIATES, L.P- JACKSON GREEN

COUNCIL
of the following resolution:

offered and moved adoption

WHEREAS, on July 15, 2015, the Municipal Council adopted Resolution No. 15-521 authorizing the submission of the 2015-2019 Five Year Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, on October 11, 2017, the Municipal Council adopted Resolution No. 17-800 authorizing the submission of the FY 2017 Annual Application and Action Plan; and

WHEREAS, the City is proposing to amend the FY 2017 Annual Action Plan and reallocate \$857,276.06 in HOME Investment Partnerships Program (HOME) funds reprogrammed from various fiscal years; and

WHEREAS, the City is desirous of re-allocating HOME funds as detailed in Exhibit A; and

WHEREAS, the amendment will insert a new activity known as the Ocean MLK Urban Renewal - Jackson Green project located at five scattered sites in Ward F. Of these scattered sites, the City will subsidize the new construction of five (5) affordable housing rental units at 659 – 661 Ocean Ave and 8 – 10 Orient Ave (one site) with HOME Investment Partnerships funds; and

WHEREAS, a public notice was published on January 29, 2018 to provide the public with the opportunity to have input and comment regarding the proposed HOME Investment Partnerships Program (HOME) reprogrammed funds;

WHEREAS, the total project cost is approximately \$29,100,774. Proposed financing will consist of the following identified sources in several phases: Affordable Housing Trust Funds - \$1,818,076.00; Jersey City 95/5 Recapture Funds - \$324,647.94; Jersey City HOME Funds - \$857,276.06; construction loan - \$7,174,193; Hudson County HOME - \$950,000, developer equity - \$2,050,255; and tax credit proceeds - \$15,926,326; and

City Clerk File No. Res. 18-414Agenda No. 10.Z.26TITLE: **APR 25 2018**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AMENDING THE FY 2017 ANNUAL ACTION PLAN TO RE-PROGRAM HOME
INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS AND AUTHORIZE A
HOME CONTRACT WITH OCEAN MLK URBAN RENEWAL ASSOCIATES, L.P-
JACKSON GREEN**

NOW, THEREFORE, BE IT RESOLVED that the Mayor or Business Administrator is hereby authorized to execute agreement with the organization identified in Exhibit A and to execute an amendment and modification to the agreement as deemed necessary by the Division of Community Development.

BE IT FURTHER RESOLVED, that subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute a mortgage, note, affordable housing development agreement and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

TITLE: APR 25 2018

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AMENDING THE FY 2017 ANNUAL ACTION PLAN TO RE-PROGRAM HOME
INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS AND AUTHORIZE A
HOME CONTRACT WITH OCEAN MLK URBAN RENEWAL ASSOCIATES, L.P.
JACKSON GREEN**

EXHIBIT A**HOME Investment Partnerships Program (HOME)****Description**

FY 2017 Jackson Green (659-661 Ocean Ave; 8-10 Orient Ave)
Developer: Ocean MLK Urban Renewal

New construction of a scattered-site, mixed-use, mixed-income rental development. The development features 99 rental apartments and retail space across 5 sites. Of the 99 rental apartments, 54 are affordable to low- and moderate-income households at or below 60% AMI, including 10 supportive housing units targeted for the homeless with a preference for veterans. The remaining 45 are unrestricted market rate units for households between 80 to 120% AMI.

The HOME program will subsidize the new construction of five (5) units located at 659 – 661 Ocean Ave and 8 – 10 Orient Ave for households at or below 60% AMI.

HOME funds in the amount of \$0.00 were previously awarded. This project will be a new activity in the PY 2017 Annual Action Plan. This Amendment will allocate \$857,276.06 from the following accounts:

PY	FUND	Account Description	Account	Amount
N/A	PI	Program Income	36-288-56-000-766	\$416,866.06
N/A	IU	HOME Repayment	36-288-56-000-766	\$440,410.00

SUMMARY OF REPROGRAMMED ACCOUNT

VENDOR	PROJECT	AMOUNT	ACCOUNT #	P.O. #
Ocean MLK Urban Renewal	Jackson Green (Ocean MLK)	\$857,276.06	36-288-56-000-766	129030

I, Donna Mauer, hereby certify that sufficient funds in the amount of **\$857,276.06** are available in the above referenced accounts.

Donna Mauer
Donna Mauer
Chief Financial Officer

APPROVED: *[Signature]*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*

Business Administrator

[Signature]
Corporation CounselCertification Required ☐Not Required ☐**APPROVED 8-0****RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18**

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council*[Signature]*
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AMENDING THE FY 2017 ANNUAL ACTION PLAN TO RE-PROGRAM HOME
INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS AND
AUTHORIZE A HOME CONTRACT WITH OCEAN MLK URBAN RENEWAL
ASSOCIATES, L.P.- JACKSON GREEN**

Initiator

Department/Division	HEDC	Community Development
Name/Title	Golda Speyer	Affordable Housing Project Manager
Phone/email	201-547-4314	GSpeyer@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Division of Community Development is amending the FY 2017 Annual Action Plan to reallocate \$857,276.06 in HOME Investment Partnerships Program funds reprogrammed from various fiscal years; and

City Council approval to authorize the Division of Community Development to enter into a HOME Subgrantee Agreement with Ocean MLK Urban Renewal Associates, L.P. in the amount of \$857,276.06 for the new construction of 99 rental apartments, of which five (5) units will be HOME-assisted.

I certify that all the facts presented herein are accurate.


Signature of Department Director

4-16-18
Date

Memorandum

To: Council President Lavarro, Jr. & Members of the Municipal Council
From: Golda Speyer, Affordable Housing Project Manager
Date: April 13, 2018
Re: Jackson Green (Ocean MLK Urban Renewal) HOME Investment Partnerships
Affordable Housing Reprogramming and Contract Resolution

This proposed Resolution is to authorize a HOME Investment Partnerships Program Agreement for the Jackson Green (Ocean MLK Urban Renewal) project. The project involves the new construction of five scattered-site, mixed-use, mixed-income rental developments. All five sites will contain 99 rental apartments and retail space. Of the 99 rental apartments, 54 are affordable to LMI-households at or below 60% AMI, including 10 supportive housing units targeted for the homeless with a preference for veterans. The remaining 45 are unrestricted market rate units for households between 80 to 120% AMI.

On February 14, 2018, the City Council passed Resolutions 18.101 and 18.102, which authorized an Affordable Housing Trust Fund and 95/5 Recapture Funds Agreement. According to the Resolutions and discussion at the February 12, 2018 City Caucus Meeting, the City is funding the developer \$3-million as the maximum gap financing to absorb the difference between the total project development cost (\$29,100,744) and the total permanent non-City funding sources (\$26,100,774). In order to help leverage federal funds, the gap financing subsidy will be financed by the Affordable Housing Trust Fund (\$1,818,076), State 95/5 Recapture Funds (\$324,647.94), and HOME (\$857,276.06).

WHY THE HOME INVESTMENT PARTNERSHIPS PROGRAM AGREEMENT DID NOT APPEAR WITH RESOLUTIONS 18.101 AND 18.102

The HOME Federal Subsidy did not get introduced to the City Council with the AHTF and 95/5 Recapture Funds Resolutions because it was undergoing a reprogramming, which entails moving unexpended funds from one action plan activity to another activity to take steps to ensure timely expenditure. The City is allocating program income and HOME repayment funds that were generated through the HOME Investment Partnerships program to the Jackson Green Ocean MLK project.

In accordance with the Division's Citizen Participation Plan as approved by HUD, the reprogramming of \$857,276.06 of HOME funds to a newly added project activity to an Annual Action Plan is considered a Substantial Amendment. As a result, the Division of Community Development published a public notice on January 29, 2018 to provide the public with the opportunity to have input and comment regarding the proposed HOME

Investment Partnerships Program reprogrammed funds. The City made the draft Substantial Amendment available at the Division of Community Development, the City Clerk's Office, the Bethune Center, and on the City's website. No public comments were received during the open comment period.

WHY THE HOME INVESTMENT PARTNERSHIPS PROGRAM IS FUNDING FIVE (5) OF THE FIFTY-FOUR AFFORDABLE UNITS

The HOME program will specifically subsidize the new construction of five (5) fixed units located at the 659 – 661 Ocean Ave; 8 – 10 Orient Ave site (one development site) for households at or below 60% AMI. This is because HOME regulations state that Davis-Bacon labor standards are required to any contract for the construction of 12 or more HOME-assisted units. When a developer triggers Davis-Bacon, prevailing wages must be paid for similar work in the same area and therefore substantially affects the overall budget and development cost. Since the County is investing HOME funds into 6 units while the City is investing HOME funds into 5 units (11 HOME-assisted units in total), the Davis-Bacon labor standards will not be triggered.

Although the Federal HOME subsidy is funding 5 units, the Municipal AHTF and State 95/5 Recapture subsidies will fund all 54 affordable units. Therefore, the City will place a mortgage and deed restriction of twenty (20) years on all 54 affordable units and monitor throughout its affordability period.

Below is a recap of all the sources of subsidies going into the total development costs for the project, as well as mortgage lien positions:

Source of Funds & Lien Positions

Permanent Source	Amount
Private Construction Loan (1 st Position)	\$7,174,193
City's AHTF, 95/5 Recapture, and HOME Funds (2 nd Position)	\$3,000,000
County HOME (3 rd Position)	\$ 950,000
LIHTC (Equity)	\$ 15,926,326
Deferred Developer Fee (Equity)	\$ 2,050,255
Total Source of Funds	\$ 29,100,744

If you have any questions, please call Director Gandulla (ext. 5304) or myself (x 4314).

Account #

1148044

Ad #

4488758

State of New Jersey
Hudson County

Catherine Mursch, of full age and being
duly sworn according to law, on her
oath deposes and says that she is the
Accounting Clerk of:

THE JERSEY JOURNAL

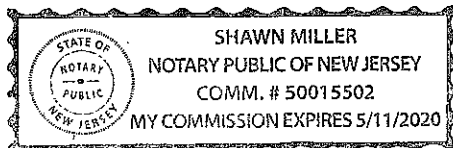
A newspaper published in Jersey City,
County and State aforesaid and that a
notice, a true copy of which is annexed,
was published in the said newspaper
on the following date(s):

1.25.18

Catherine Mursch
Catherine Mursch

Sworn to and subscribed before me
this 29 day of Jan, 2018

Shawn Miller
Notary Public of New Jersey



PUBLIC NOTICE

City of Jersey City HOME Investment Partnerships Program Grant (HOME) Notice of Substantial Amendment of FY 2017

The City of Jersey City proposes to amend the FY 2017 Annual Action Plan for the HOME Investment Partnerships Program. The City will be adding a new activity to the Annual Action Plan as well as reprogramming prior HOME federal funding dollars.

The amendment will insert a new activity known as the Ocean MLK Urban Renewal - Jackson Green project located at five scattered sites in Ward E. Of these scattered sites, the City will subsidize the new construction of five (5) affordable housing rental units at 659 - 661 Ocean Ave and 8 - 10 Orient Ave (one site) with HOME Investment Partnerships financing. The project will be funded with program income generated from the HOME Investment Partnerships Program as well as existing unprogrammed funds.

Copies of the modification to the Annual Action Plan are available for public inspection and review at the following locations for a thirty-day period from January 25, 2018 to February 26, 2018:

- JC Division of Community Development, 30 Montgomery Street, Room 404, Jersey City, NJ 07302
- Bethune Center, 140 Martin Luther King Junior Drive, Jersey City, NJ 07302
- Office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ 07302
- The Division's official government website at <http://www.cityofjerseycity.com/divisionofcommunitydevelopment>

In accordance with the Citizen Participation Plan, this amendment will provide citizens with reasonable notice and an opportunity to comment. Any persons interested in commenting on this modification to the HOME program may do so in writing by February 26, 2018 to the City of Jersey City's Division of Community Development, 30 Montgomery Street, Room 404, Jersey City, NJ 07302.

Proposed Replacement Activities:

Proposed Activity	Original FY Funding	Previous Approved Funding	Proposed Reprogrammed Amount	Project Total After Reprogramming
Ocean MLK Urban Renewal - Jackson Green Project Five affordable rental units at 659 - 661 Ocean Ave and 8 - 10 Orient Ave	\$0.00	\$0.00	\$857,276.06	\$857,276.06

Proposed Replacement Activity Descriptions:

Ocean MLK Urban Renewal - Jackson Green Project

New construction of the next phase of Jackson Green, a scattered-site, mixed-use, mixed-income rental development. The development features 99 rental apartments and retail space across 5 sites located within a quarter-mile of the MLK Drive Hudson-Bergen Light Rail Station. Of the 99 rental apartments, 54 are affordable to low- and moderate-income households at or below 60% AMI, including 10 supportive housing units targeted for the homeless with a preference for veterans. The remaining 45 are unrestricted market rate units for households between 80 to 120% AMI. The HOME program will subsidize the new construction of five (5) units located at 659 - 661 Ocean Ave and 8 - 10 Orient Ave for households at or below 60% AMI.

STEVEN M. FULOP
MAYOR



City of Jersey City

HOME AGREEMENT BETWEEN The City of Jersey City AND OCEAN MLK URBAN RENEWAL ASSOCIATES, L.P.

THIS AGREEMENT, entered into this ____ day of _____, 2018 by and between the **City of Jersey City**, (hereinafter referred to as the "City") and **OCEAN MLK URBAN RENEWAL ASSOCIATES, L.P.**, (hereinafter referred to as the "Subgrantee"); and

WHEREAS, the City of Jersey City has applied for and received HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development under Title II of the National Affordable Housing Act of 1990, Public Law 101-625 with a goal of expanding the supply of decent, safe, affordable housing for those of low to moderate income, including funds that are reserved for the use of Community Housing Development Organizations; and

WHEREAS, the Municipal Council of Jersey City approved and authorized the submission of the 2015-2019 Consolidated Plan and Annual Application / Action Plan for Fiscal Year 2017 to the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, on XXXXXX, 2018, the Municipal Council of the City approved and authorized the reprogramming of HUD HOME funds to the U.S. Department of Housing and Urban Development (HUD) ; and

WHEREAS, said reprogrammed HOME funds included a Project Summary with projected funding for the Subgrantee's project to be inserted in the 2017 Annual Action Plan; and

WHEREAS, the Department of Housing and Urban Development has approved the City's 2015-2019 Consolidated Plan and Annual Action Plan for Fiscal Year (April 1, 2017 through March 31, 2018); and

WHEREAS, the Subgrantee has applied to the City for a Grant of HOME funds (the Application), specifically the **new construction** of 99 rental units, of which **five (5) HOME-funded units** will be designated for low/moderate income households at **659-661 Ocean Ave and 8-10 Orient Ave** (the Project); and

WHEREAS, the Division of Community Development, (hereafter referred to as the

"DCD"), is the City division responsible for administering the HUD entitlement grants.

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, the undersigned agrees:

1) SCOPE OF SERVICE

The Subgrantee will be responsible for the administration of a project entitled **Jackson Green – Ocean MLK Urban Renewal Associates, L.P project** and will utilize Eight-Hundred-Fifty-Seven-Thousand-Two-Hundred-Seventy-Six-Dollars-and-Six-Cents (**\$857,276.06**) from **HOME funds** to undertake the project as described in Sections 1 and 2 of Attachment "A". Funds available under this Subgrantee Agreement will be applied toward the specific activities enumerated in Attachment "A". The City and the Subgrantee may revise the Project Description by mutual consent, provided the category of beneficiaries, basic purpose of the project, project location, or HUD activity category are not changed, which require amendment of the Consolidated Plan and Annual Action Plan. The City shall be informed immediately of any significant variation from the budget or schedules submitted herein.

2) TIME OF PERFORMANCE

Implementation of the project shall commence upon full execution of this Subgrantee Agreement and shall proceed in accordance with the schedule set forth in Section 2 of Attachment "A". The City and the Subgrantee may revise the implementation schedule by mutual consent. The Subgrantee must submit a written request to the City for an extension of schedule period.

3) CONSIDERATION AND TERMS

For and in consideration of the HOME funds (hereinafter referred to as "funds") to be given to the Subgrantee and agreements herein contained and in the Affordable Housing Development Agreement, Mortgage, Mortgage Note and upon satisfaction of eligibility requirements for participation in the HOME Program, the City agrees to give **\$857,276.06** pursuant to the terms and provisions of this contract for funds as detailed in Attachment A.

4) AMOUNT OF FUNDS

The amount of funds to be given by the City to the Subgrantee toward the new construction at **Jackson Green – Ocean MLK Urban Renewal Associates, L.P project** shall be **\$857,276.06** and shall be given upon proof of construction progress and the recordation of an Affordable Housing Development Agreement. The funds shall be requested by the sponsor and the approved construction lender and shall be disbursed *pari passu* with proceeds of the construction loan and all other funding sources, whether it is in the form of a loan or grant. Funds may not be requested until they are needed for payment

of eligible costs and must be limited to the amount needed. The HOME funds may not be deposited in an escrow account.

5) REPAYMENT

Funds shall be provided in the form of a loan which shall be secured by a mortgage on the property and a promissory note. The mortgage and promissory note shall be executed by the SUBGRANTEE and returned to the City. Interest on the loan shall accrue at - 0 -% APR. The loan shall be repaid according to the provisions of the mortgage, note, or other related closing documents. In addition, the loan shall be repaid in full upon default of this contract or the affordable housing development agreement. The entire principal amount of the HOME funds shall be repaid in full to the City if the Subgrantee is determined to be out of compliance with any of the terms and conditions of the agreement and does not correct defects within a certain timeframe as set forth by the City or prior to the expiration date of this agreement.

6) COMMUNICATIONS

The Subgrantee will direct all communications concerning this Subgrantee Agreement to: Director, Division of Community Development, 280 Grove Street, Jersey City, New Jersey 07302.

The Subgrantee has designated the following individual as HOME Liaison, and all communications concerning this Subgrantee Agreement will be directed to:

Name:

Mailing Address:

Telephone Number:

7) RECORDS AND REPORTS

- A) The Subgrantee agrees to establish and maintain sufficient records in a format acceptable to the City in order to enable the City to determine whether the Subgrantee has met the regulations of the U.S. Department of Housing and Urban Development.

General Recordkeeping requirements are covered in the applicable Code of Federal Regulations (CFR) Sections listed in Attachment "B". Special recordkeeping requirements for HOME projects are outlined in

Attachment "C". With respect to financial records, the Subgrantee must specifically maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allowability of all costs.

- B) The Subgrantee will be monitored by the City for compliance with the regulations of 24 CFR 92 for the compliance period specified above and shall submit project progress reports and financial status reports on a regular basis according to a schedule determined by the City, or by special request from the City, and in a format acceptable to the City.

Audits or financial statements must be submitted annually (Section 4 of Attachment "B") but financial records must be available for review by the City or Federal representatives at all times. Financial information may be requested and/or monitored during the program year.

Payments will be withheld for overdue or incomplete (as determined by the Community Development staff) reports, per Section 5.A (1) of Attachment "B", and Subgrantees will be notified when this occurs.

- C) Properties which receive over \$50,000 for construction/rehabilitation will be required to record a mortgage and execute a mortgage note on the property to insure compliance with the grant requirements.
- D) Prior to release of final payment for construction projects, the Subgrantee shall provide the City with a certification of funding sources and project costs prepared by a certified public accountant using the accrual method of accounting. The certification of funding shall provide a comparison of projected funding, as detailed in "Attachment A" and actual funding received by or due to the project, including any sources which provide funds but are not listed in "Attachment A." The cost certification shall be provided within sixty (60) days after the issuance of a certificate of occupancy. The City at its sole discretion may recapture HOME funds should there be a cost savings and/or a funding surplus.

8) PAYMENTS

The Subgrantee will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as needed for reimbursement of eligible costs incurred, including actual expenditures or invoices for work completed. The Subgrantee may not request disbursement of funds under this agreement until such time as funds are needed for reimbursement of eligible costs. Final disbursement shall not be made until the unit(s) are issued a Certificate of Occupancy by the City, have been occupied by eligible residents and a HOME completion report has been accepted by the City.

A) Construction Funds

The funds to be given shall be as a grant or loan. Determination of interest is on a case by case basis in the corresponding mortgage or mortgage note. Funds shall be disbursed after the HOME Investment Partnerships Program Agreement is recorded with the County Clerk and the City has received a certified AIA Form from the Sponsor's architect. The final draw of funds shall not be made unless the building has received a certificate of occupancy, and occupancy will occur within a ninety (90) day period. Upon completion of construction, the loan shall be repaid in compliance with the above repayment terms detailed in the mortgage documents. Any permanent financing shall be treated as a separate loan arrangement.

B) Acquisition Funds

The funds to be given shall be as a grant or loan. Funds may be used for acquisition as long as the property is priced below its appraised value. Funds shall be repaid in compliance with the terms detailed in the mortgage documents.

C) Excess Funds

The grant/loan is based upon an approved development budget. If these funds or a portion of these funds are not needed for the construction of the project, the contract amount shall be reduced.

D) Voucher Submissions

All payments must be approved by the Municipal Council of Jersey City, and are therefore tied to its meeting schedule. A schedule of voucher submission deadlines and projected payment dates will be provided each calendar year. The listed payment dates will be approximate, and the City is not responsible for payment delays caused by events beyond its control, e.g., HUD or bank actions.

9) **AMENDMENTS**

The City and/or the Subgrantee may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, excluding those specified in Sections 1, 2 and 3 above, which are mutually agreed upon by and between the City and the Subgrantee shall be incorporated in written amendments to this Subgrantee Agreement. Written requests for amendments must be submitted to the Division of Community Development (DCD) in a format as approved by the DCD. Amendment requests will be approved in writing.

10) TERMINATIONS

This Subgrantee Agreement may be terminated by either party subject, however, to compliance with the termination provisions as set forth in Attachment "B".

11) PROGRAM CANCELLATION

It is understood that this Subgrantee Agreement is financed by Federal funds and in the event the Federal government discontinues the program or cancels the payment of additional funds, the City reserves the right to cancel this Subgrantee Agreement on five days notice effective immediately, and in such event the City shall only be obligated for the payment under this agreement for services rendered or work performed prior to the effective date of cancellation.

12) OBLIGATIONS OF SUBGRANTEE WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The Subgrantee shall remain fully obligated under the provisions of this Subgrantee Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided to the Subgrantee pursuant to this Subgrantee Agreement. Any party which is not the Subgrantee shall comply with all lawful requirements of the Subgrantee necessary to insure that the project for which assistance is being provided under this Subgrantee Agreement is carried out in accordance with the Subgrantee's assurances and certification to the City.

13) GENERAL TERMS AND CONDITIONS

This Subgrantee Agreement is subject to and incorporates all of the terms and conditions outlined in Attachment "B" and the Subgrantee agrees to comply with all such terms and conditions.

14) CITIZEN PARTICIPATION

The Subgrantee agrees to comply with the requirements of the HOME Program Citizen Participation Plan, as part of the Consolidated Plan, as adopted by the Municipal Council of Jersey City.

15) AFFORDABILITY REQUIREMENTS / CONTROLS

The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 24 CFR 92.254 (owner-occupied) as applicable. The Period of Affordability shall be enforced by a Covenant running with the property, mortgage and note, and deed restriction in favor of or assigned to the City, as set forth herein. The period of affordability will be

determined by the amount of HOME Program funds expended on this project. For this development, **a total of \$857,276.06 in HOME funds have been allocated for Jackson Green - Ocean MLK Urban Renewal Associates, L.P Project with a total of five (5) HOME units at 659-661 Ocean Ave and 8-10 Orient Ave.** However, the City policy is that the period of affordability is **twenty (20) years** which shall commence upon issuance of certificate of occupancy of such housing unit by a HOME income eligible person and/or household. The affordability restrictions remain in force regardless of the transfer of ownership.

Units renovated with the assistance of HOME funds, shall be subject to a deed restriction requiring that the units remain affordable, as determined by HUD, for a period of **not less than twenty (20) years** from the date of unit completion which is defined in 92.2, and includes the requirement that all of the project completion information be entered into the **Integrated Disbursement and Information System (IDIS)** subsequent to the final drawdown of funds.

16) OCCUPANCY

All initial and subsequent sales, rentals and occupancy of Home funded units shall be to low and very low income households in accordance with the HOME Program CFR 24 Part 92:252 rules and the Affordable Housing Development Agreement. The Subgrantee agrees to sell the HOME-assisted units only to income-eligible households. Income-eligible households are those with **annual household incomes at or below 60 percent of the median family income** as published by HUD annually for the Metropolitan Statistical Area for which the project is located. These limits will change from time to time.

17) RENTAL UNITS REQUIREMENTS

A. Property Standards

All rental units must meet all the requirements of the City's local codes and standards and be maintained at levels no less than those required according to U.S. Department of Housing and Urban Development Section 8 Housing Quality Standards (HQS) during the restrictive period.

B. Rents (Initial/Future)

HUD provides the following maximum HOME rent limits. The maximum rents are the lesser of:

- 1) The fair market rent for existing housing for comparable units in the area as established by HUD under CFR 888.11; or
- 2) A rent that does not exceed 30% of the adjusted income of a family whose annual income equals 65% of the media

income of the area as determined by HUD with adjustments for the number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.

- 3) The City uses the Section 8 income approach when determining eligibility for rental units.

There are two HOME rents used in the HOME program.

High HOME Rents – Maximum HOME rents are the lesser of:

- the Section 8 Fair Market Rents (FMRs) (or area-wide exception rents) for existing housing:

OR

- thirty (30) percent of the adjusted income of a family whose annual income equals 65 percent of median income.

Low HOME Rents – For properties with five or more HOME assisted units, at least 20 percent of HOME assisted units must have rents which are no greater than:

- Thirty (30) percent of the tenant's monthly adjusted income.

OR

- Thirty (30) percent of the annual income of a family whose income equals 50 percent of median income (Low HOME Rent).

OR

- If a project has a federal or state project-based rental subsidy and the tenant pays not more than 30 percent of his or her adjusted income toward rent, the maximum rent may be the rent allowable under the project-based rental subsidy program.

C. Renter Record Review

A review of renter records by the City or its designated official shall be conducted annually in accordance with the requirements of the HOME program 24 CFR Part 92:252.

The owner of these units upon written request from the City shall allow the City or its designee to examine these records including but not limited to information on current rents and utility charges.

If upon annual audit of renter records detailed in this section the renter in HOME assisted units becomes income ineligible during

their tenancy, the owner shall be required to charge 30% of the tenant's gross income for rent.

The additional rent must be used to cover operating costs up to a 5% increase over maximum rent. All other amounts shall be paid to the City on a quarterly basis. No tenant shall be evicted if their income increases above the low income maximum.

An annual recertification of tenant income shall be conducted by the City or its designee of the HOME assisted units. The owner of these units shall ensure that adequate documentation for certification is provided by the tenants for examination by the City officials or its designee.

18) REPAYMENT PROVISION / REMEDIES

A) In General

In the event of any default or violation to Sections 14, 15 and 16 of this contract the Subgrantee shall, upon written notice from the City, proceed to immediately remedy the default or violation, in thirty (30) days after receipt of such notice.

B) Immediate Repayment

If after the thirty day period of the notice of violation, the Subgrantee does not notify the City of action taken to correct the violations/default, the City shall require immediate repayment of the full grant amount detailed in Section 3, plus interest calculated at three (3) points below prime rate at the time of violations but never less than 3%.

19) SEVERABILITY

If any portion of this contract shall be determined to be invalid or unenforceable under applicable federal, state or local laws, such determination shall not affect the remaining provisions of this contract. All such provisions shall remain in full force and effect.

20) COVENANTS RUNNING WITH LAND

The covenants contained herein shall run with the lands and be construed as running with the lands and the same shall be binding upon the parties hereto, their heirs, assignees and successors in title or in interest for the duration of the restricted period.

21) SPECIAL CONDITIONS

Special conditions pertaining to this SUBGRANTEE agreement are specified in Attachment "D".

22) GENERAL TERMS AND CONDITIONS

The terms and conditions as stated in Attachments B-P to this Agreement are incorporated herein as if fully stated.

IN WITNESS WHEREOF, the City and the Subgrantee have executed this Agreement as of the date first above written. All original documents must be returned to the City of Jersey City by _____.

Subgrantee:

**Ocean MLK Urban Renewal Associates,
L.P**

CITY OF JERSEY CITY

By: _____

By: _____

Name: Edward G. Martoglio

Name: Carmen Gandulla

Title: Managing Member

**Title: Director, Division of Community
Development**

Date: _____

Date: _____

Attest:

By: _____

By: _____

Name: Brian Platt

Name: Robert Byrne

Title: Business Administrator

Title: City Clerk

Date: _____

Date: _____

ATTACHMENT "A"
HOME PROPOSED BUDGET
NEW CONSTRUCTION
(1 of 3)

Section 1: New Construction of scattered-site, mixed-use, mixed-income rental development. It features 99 apartments and retail space across 5 sites located in Ward F. Of the 99, 54 are affordable to low- & moderate-income households at or below 60% AMI, including 10 supportive housing units targeted for the homeless with a preference for veterans. HOME funds will subsidize five (5) units located at 659 – 661 Ocean Ave and 8 – 10 Orient Ave for households at or below 60% AMI.

Total Number of Housing Units: 99 Number of Non-Residential Units X

Total Number of Handicapped Accessible Units (Section 504 units):
Mobility Impaired: Sensory Impaired:

Total Number of Low Income HOME Assisted Units: 1

Total Number of Moderate Income HOME Assisted Units: 4

Total Number of Other non-HOME Affordable Units: 49

Total Number of Market Rate Units: 45

Units are Fixed X or Floating

Total Number of HOME assisted Units by Bedroom Size:

One (1) Bedroom 1 Two (2) Bedrooms 3 Three (3) Bedrooms 1

Project Address: 659-661 Ocean Ave and 8-10 Orient Ave;
Block(s) 22602 Lot(s) 8-11

Section 2: PROJECT IMPLEMENTATION SCHEDULE

<u>ACTIVITY</u>	<u>COMPLETION DATE</u>	
Site		
Contract	November	2015
Closing	September	2017
Zoning	January	2017
Construction Financing		
Application Submission	May	2017
Firm Commitment	August	2017
Closing	September	2018
Plans		
Preliminary Drawings	January	2017
Working Drawings	June	2018
Construction Loan Closing	September	2018
Construction Start	September	2018
Marketing Start-Up	August	2019
Construction Complete	December	2019
All Units Sold/Fully Leased	May	2020

ATTACHMENT "A"
HOME PROPOSED BUDGET
CONSTRUCTION / ACQUISITION / CLEARANCE
(2 of 3)

Section 3:

PROJECT BUDGET

TOTAL DEVELOPMENT COSTS: Jackson Green Scattered Sites (Ocean MLK Urban Renewal, L.P.)

Total Residential Gross Square Footage	42,119
Total Commercial Gross Square Footage	3,881

Construction or Rehabilitation Costs

	<i>Type of Uses</i>	<i>Total Budgeted Cost</i>	<i>% of Total Const. Contract</i>	<i>Cost/sq foot (Res & Com)</i>	<i>Cost per unit</i>
1	Hard Costs: Construction (Residential)	\$16,651,393.00	77.75%	\$361.99	\$168,195.89
2	Hard Costs: Construction (Commercial)	\$236,390.00	1.10%	\$5.14	
3	Hard Costs: Contingency	\$1,019,839.00	4.76%	\$22.17	\$10,301.40
4	Other Construction/Rehab Cost	\$499,000.00	2.33%	\$10.85	\$5,040.40
5	Builder's Profit (BP)	\$1,083,538.00	5.06%	\$23.56	\$10,944.83
6	Builder's General Requirements (GR)	\$1,517,000.00	7.08%	\$32.98	\$15,323.23
7	Builder's General Overhead (GO)	\$409,462.00	1.91%	\$8.90	\$4,135.98
8	Subtotal BP+GR+GO	\$3,010,000.00	14.05%	\$65.43	\$30,404.04
9	Total Construction Costs	\$21,416,622.00		\$465.58	\$216,329.52

Professional Services & Fees Related to Construction or Rehabilitation

	<i>Type of Uses</i>	<i>Total Budgeted Cost</i>	<i>% of Total Const. Contract</i>	<i>Cost/sq foot (Res & Com)</i>	<i>Cost per unit</i>
10	Accounting Fees: Cost Cert Audit Fee	\$35,000.00		\$0.76	\$353.54
11	Architect's Design Fee	\$383,466.00	1.79%	\$8.34	\$3,873.39
12	Architect's Supervision Fee	\$90,000.00	0.42%	\$1.96	\$909.09
13	Real Estate Attorney	\$326,500.00		\$7.10	\$3,297.98
14	Marketing/Advertising	\$193,661.00		\$4.21	\$1,956.17
15	Surveys	\$45,400.00		\$0.99	\$458.59
16	Soil Borings	\$12,500.00		\$0.27	\$126.26
17	Market Study	\$30,909.00		\$0.67	\$312.21
18	Environmental Report	\$58,500.00		\$1.27	\$590.91
19	Other:	\$108,000.00		\$2.35	\$1,090.91
20	Total Fees	\$1,283,936.00		\$27.91	\$12,969.05

Financing Fees & Transaction Costs

	<i>Type of Uses</i>	<i>Total Budgeted Cost</i>		<i>Cost/sq foot (Res & Com)</i>	<i>Cost per unit</i>
21	Construction Loan: Financing Fee	\$132,371.00		\$2.88	\$1,337.08
22	Construction Loan: Interest During Const	\$796,125.00		\$17.31	\$8,041.67
23	Construction Period: Property Taxes	\$64,350.00		\$1.40	\$650.00
24	Engineer	\$200,500.00		\$4.36	\$2,025.25

25	Miscellaneous	\$6,000.00		\$0.13	\$60.61
26	Permanent Loan: Financing Fee	\$71,742.00		\$1.56	\$724.67
27	Soft Costs: Contingency	\$68,923.00		\$1.50	\$696.19
28	Title & Recording	\$88,769.00		\$1.93	\$896.66
29	Other Transaction Cost 1: <i>Specify</i>	\$337,824.00		\$7.34	\$3,412.36
30	Total Financing Fees and Charges	\$1,766,604.00		\$38.40	\$17,844.48

Acquisition Costs

	Type of Uses	Total Budgeted Cost		Cost/sq foot (Res & Com)	Cost per unit
31	Acquisition Land	\$655,500.00		\$14.25	\$6,621.21
32	Carrying Charges: <i>Describe</i>	\$93,305.00		\$2.03	\$942.47
33	Total Acquisition Costs	\$748,805.00		\$16.28	\$7,563.69
34	Total Development Costs (TDC)	\$25,215,967.00		\$548.17	\$254,706.74

Developer's Fee

	Type of Uses	Total Budgeted Cost		Cost/sq foot (Res & Com)	Cost per unit
35	Fee on Non-Acquisition Costs (<i>Resident</i>)	\$2,814,201.00		\$61.18	\$28,426.27
36	Fee on Non-Acquisition Costs (<i>Commerc</i>)	\$35,458.50		\$0.77	\$358.17
37	Fee on Acquisition Costs	\$37,440.25		\$0.81	\$378.18
38	Total Developer's Fee	\$2,887,099.75		\$62.76	\$29,162.62

Guarantees and Reserves (*funded amounts only*)

	Type of Uses	Total Budgeted Cost		Cost/sq foot (Res & Com)	Cost per unit
39	Capitalized Operating Reserve: <i>Describe</i>	\$257,166.33		\$5.59	\$2,597.64
40	Debt Service Reserve: <i>Describe</i>	\$369,290.67		\$8.03	\$3,730.21
41	Other: <i>Describe</i>	\$371,250.00		\$8.07	\$3,750.00
42	Total Guarantees and Reserves	\$997,707.00		\$21.69	\$10,077.85
43	Total Uses of Funds	\$29,100,773.75		\$632.63	\$293,947.21

Project Funding Sources

44	Construction Loan: PNC	\$7,174,193.00
45	Division of Community Development: AHTF	\$1,818,076.00
46	Division of Community Development: 95/5 Recapture Funds	\$324,647.94
47	Division of Community Development: HOME	\$857,276.06
48	Hudson County HOME	\$950,000.00
50	Tax Credit Equity	\$15,926,326.00
51	Deferred Developer Fee	\$2,050,255.00
52	TOTAL PROJECT FUNDING SOURCES	\$29,100,774.00

SUBGRANTEE

DIVISION OF COMMUNITY DEVELOPMENT

Bids must be obtained for work costing more than \$21,000. Also, all bids must be notarized.

Federal Wage Standards apply to all construction work except less than twelve (12) HOME assisted units.

ATTACHMENT "A"
HOME PROPOSED BUDGET
REHAB / CONSTRUCTION / ACQUISITION / CLEARANCE
(3 of 3)

CONSTRUCTION CHECKLIST

This checklist is provided to apprise the Subgrantees of documents required prior to construction.

All of the following items are required to document compliance with the various HUD requirements for Subgrantees:

Date Completed

- _____ 1. Mortgage, Deed Restriction (Recorded) and Note
- _____ 2. Planning Board / Board of Adjustment Approval
- _____ 3. Building Permits
- _____ 4. Current project description, schedule and budget (Attachment A to Subgrantee Agreement) on file and being followed.
- _____ 5. Other funding / financing commitments
- _____ 6. Documentation of compliance with the appropriate procurement standards, with copies of all key documents filed with the Division of Community Development, specifically:
 - _____ a. Prevailing Wage Determination(s) and complete job specifications;
 - _____ b. The newspaper advertisement and affidavit;
 - _____ c. Bidder clearance by the Division of Community Development;
 - _____ d. Bid tabulation with recommendation; and
 - _____ e. Documentation of Contract award.
- _____ 7. Contractor Certification (Re: Debarment)

General Contractor's Federal ID#: _____

Contract Amount: \$ _____

Architect / Engineer's Federal ID#: _____

All Sub-Contractors with contracts of \$10,000 or more must also provide Federal ID#'s:

<u>Sub-Contractor Amount</u>	<u>Federal ID#</u>	<u>Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**ATTACHMENT "B-P" (PRIVATE)
GENERAL TERMS AND CONDITIONS**

1) COMPLIANCE WITH FEDERAL REGULATIONS

The Subgrantee agrees to comply with all federal regulations governing the grant of money under which this Agreement is made available as they apply as of the date of the Agreement, and as such regulations may be amended by the Federal Government or agencies, except that the City retains environmental responsibilities under 24 CFR 570.604 and must initiate the Executive Order 12372 review.

2) COMPLIANCE WITH PROCUREMENT STANDARDS

The Subgrantee shall comply with the requirements of Attachment "O", "Procurement Standards", of OMB Circular A-110, Subpart C "Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-profit Organizations", specifically.

- A) Subgrantees that are private, non-profit organizations may use their own procurement policies and procedures. However, all the standards set forth in Attachment "O" must be adhered to.
- B) The Department of Housing and Urban Development requires Subgrantees to obtain competitive proposals for professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Public Notice for request for proposals must be published at least once in a newspaper of general circulation in the City.

3) COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

The Subgrantee shall comply with all requirements and Standards of OMB Circular No. A-122, "Cost Principal for Non-Profit Organizations" or OMB Circular No. A-21, "cost principles for Educational Institutions," as applicable, and the following attachments to OMB Circular A-110.

- A) Attachment "A", "Cash Depositories," except for paragraph 4 concerning deposit insurance;
- B) Attachment "B", "Bonding and Insurance";
- C) Attachment "C", "Retention and Custodial Requirements for Records", except that in lieu of the provisions in paragraph 4, the retention period for records pertaining to individual HOME activities starts from the date of submission of the annual performance and evaluation report, as

prescribed in 24 CFR 570.507, in which the specific activity is reported on for the final time;

- D) Attachment "F", "Standards for Financial Management Systems";
- E) Attachment "H", "Monitoring and Reporting Program Performance," paragraph 2;
- F) Attachment "N", "Property Management Standards," except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds shall be program income and that personal property not needed by the Subgrantee for HOME activities shall be transferred to the City for the HOME program or shall be retained after compensating the City; and
- G) Attachment "O", "Procurement Standards."

4) COMPLIANCE REGARDING AUDITS AND INSPECTIONS

At any time during the normal business hours, and as often as the City may deem necessary, there shall be made available to the City, or to the Federal Government for examination, all of the Subgrantee's records with respect to all matters covered by this Agreement. The Subgrantee will permit the City and the Federal Government to audit, examine and make excerpts or transcripts.

In addition, during the durations of the restrictive period, the Subgrantee shall provide the City with annual audits, prepared by a Certified Public Accountant, for the assisted property.

Also, the Single Audit Act Amendment of 1996 (31 U.S.C.A. 7501 et seq.), requires a single audit, or program-specific audit, if the Subgrantee receives at least \$500,000 in Federal awards during their fiscal year, beginning after June, 30, 1996. However, the City requires a Single Audit if the SUBGRANTEE receives \$200,000 or more in Federal funds from the City. This report is to be submitted within nine (9) months of the end of the period audited.

Subgrantees that receive at least \$25,000 in awards from the City from any grant source, CSBG, CDBG, ESG, HOPWA, HOME, other State, Federal or City grant (Cost-Sharing), are required to provide an audited financial statement (prepared by an independent auditor) and a management letter concerning internal control and compliance. This financial information must be submitted to the Division of Community Development within six (6) months of the end of their fiscal year.

If the required report is not submitted to the Division of Community Development within the specified time period, the Division of Community

Development will make one (1) written request to the Subgrantee. If the report is not received within thirty (30) days of the letter, the Division of Community Development will not process any further requests for payment until the report is received and deemed satisfactory (see Attachment B, 5A).

5) COMPLIANCE WITH TERMS OF AGREEMENT, SUSPENSION, TERMINATION

A) If the Subgrantee materially fails to comply with any term or provision of this Agreement, whether stated in a federal statute or regulation, as assurance or in an application, or if the Subgrantee breaches any term or provision of this Agreement, the City may take one or more of the following actions:

- (i) Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee;
- (ii) Disallow all or part of the cost of the activity or action not in compliance;
- (iii) Wholly or in part suspend or terminate the Agreement and the subgrant for the Subgrantee's project;
- (iv) Take such other remedies as may be legally available to the City.

With respect to such action by the City, the Subgrantee shall be afforded an opportunity for such hearing or appeal to which the Subgrantee is entitled by applicable statute or regulation.

Costs incurred by Subgrantee during suspension or after termination are not allowable unless expressly authorized by the City in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subgrantee before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are noncancellable and would be allowable if the Agreement were not suspended or terminated.

B) Except as provided in A) above, this Agreement may be terminated in whole or in part only in the following manner:

- (i) by the City with the consent of the Subgrantee. The parties shall mutually agree upon the termination conditions including the effective date and, in the case of partial termination, the portion to be terminated.
- (ii) by the Subgrantee or the City upon written notification to the other party setting forth the reasons and basis for such desired termination, the effective date and, in the case of a partial

termination, the portion to be terminated. However, in the case of partial termination, if the City determines that the remaining portion of the program will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

- (C) It is further expressly understood and agreed that should the funding for Title I of the Housing and Community Development Act of 1974, as amended, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and the City shall not be liable for any further participation or performance.
- D) Notwithstanding anything herein to the contrary, upon termination of this Agreement for any reason whatsoever, the Subgrantee agrees to cooperate fully in accounting for funds expended in the program under the contract and agrees to file and submit all such necessary final reports and data as may be required by the City or the Department of Housing and Urban Development.

6) RETURN ON HOME INVESTMENT

All return on HOME Investment, as defined in 24 CFR 92.503, earned during any period under which the Subgrantee is assisted, shall be retained and recorded as part of the financial transactions of the grant program. Program income in the form of repayments to, or interest earned shall be: (a) substantially disbursed from the fund before additional cash withdrawals are made from the U.S. Treasury for the same eligible activity; or (b) returned to Jersey City in the form of program income as outlined in the scope of services for SUBGRANTEE.

Proceeds from the sale or other disposition of personal property shall be governed in accordance with 24 CFR 85.32.

7) REVERSION OF ASSETS REQUIREMENTS

Upon the expiration of the Subgrantee Agreement, the Subgrantee shall transfer to the City any HOME funds on hand at the time of the expiration and any accounts receivable which are attributable to the use of HOME funds. In addition, Subgrantee shall transfer and return to the City any equipment and unused supplies purchased with HOME funds.

8) INSURANCE REQUIREMENTS

Projects located in special flood hazard areas are subject to the mandatory purchase of flood insurance; refer to Section 20 (herein) for the specific

requirements.

9) COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Subgrantee shall incorporate the requirements of paragraph (A) of this section, in all of its contracts for program work, except contracts governed by paragraph (B) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

A) Activities and Contracts Not Subject to Executive Order 11246, as amended.

The Subgrantee agrees that if any activities under this Agreement are not subject to Executive Order 11246, as amended, then the Subgrantee shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, disability, marital or familial status. The Subgrantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, disability, marital status or familial status. Such actions shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship. The Subgrantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provision of this nondiscrimination clause. The Subgrantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, marital status or familial status.

B) In Regard to Contracts Subject to Executive Order 11246, As Amended.

- (i) The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, marital status or family status. The Subgrantee will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability, marital status or family status. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subgrantee agrees to post in conspicuous

places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.

- (ii) The Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, marital status or family status.
- (iii) The Subgrantee will send to each labor union or representative of workers with which he has a collective bargaining Agreement, or other Agreement or understanding, a notice to be provided by the contract compliance officer advising said labor union or workers representative of workers with which he has a collective bargaining Agreement, or other Agreement or understanding, a notice to be provided by the contract compliance officer advising said labor union or workers representative of the Subgrantee commitment under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (iv) The Subgrantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (v) The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (vi) In the event of the Subgrantee's non-compliance with the non-discrimination clauses of the Agreement, or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended, in whole or in part, and the Subgrantee may be declared ineligible for further government Agreements or federally assisted construction Agreement procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (vii) The Subgrantee will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase

order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The Subgrantee will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a Subgrantee becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the Department, the Subgrantee may request the United States to enter into such litigation to protect the interest of the United States.

10) COPELAND "ANTI-KICKBACK" ACT

This Subgrantee will comply with all provisions of the Copeland "Anti-Kickback" Act (41 U.S.C.A. 54 et seq.) as supplemented in Department of Labor Regulations (29 CFR Part 3). This requirement pertains to all contracts and subcontractors construction and / or repair.

11) NON-DISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED

This Subgrantee Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C.A. 2000a et seq.) and HUD regulations with respect thereto, including the regulations under 24 CFR Part 1. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or lease of such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, national origin, disability, marital status or family status in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected to be created thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subgrantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

12) COMPLIANCE WITH TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968, AS AMENDED

The Subgrantee Agreement is subject to the requirements of Title VII of the Civil Rights Act of 1968 (42 U.S.C.A. 3601 et seq.) as amended.

The Subgrantee, in regard to the administering of all programs and activities relating to housing and community development funded by this Subgrantee Agreement will do so in a manner to affirmatively further fair housing; and will

take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the Subgrantee's jurisdiction.

13) COMPLIANCE WITH SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED

The Subgrantee will comply with Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C.A. 5301 et seq.), and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin, sex, disability or familial status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with Title I funds.

14) COMPLIANCE WITH FAIR HOUSING LAWS

The Subgrantee will comply with Executive Order (EO) 11063 for equal opportunity in housing and non-discrimination in the sale, rental or use of housing built with Federal assistance, and with the Fair Housing Amendments Act of 1988 as applicable. HUD implementing regulations are contained in 24 CFR Part 107 for EO 11063 and in Federal Register notice dated January 23, 1989 implementing 24 CFR Parts 14, 100, 103, 110, 115 and 121.

15) COMPLIANCE WITH AFFIRMATIVE ACTION

The Subgrantee agrees that it shall be committed to and carry out an affirmative action program in keeping with the principles as provided in Executive Order 11246, as amended.

16) COMPLIANCE WITH AFFIRMATIVE MARKETING

Each Subgrantee must adopt affirmative marketing procedures and requirements for rental and homebuyer projects containing five (5) or more HOME-assisted units. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability.

17) COMPLIANCE WITH "SECTION 3" IN THE PROVISION OF TRAINING EMPLOYMENT AND BUSINESS OPPORTUNITIES.

A) The Subgrantee agrees that in planning, and carrying out the project described in Section 1 of Attachment "A", to the greatest extent feasible:

- (i) Training and employment opportunities will be given to low and moderate income persons residing in the municipality of Jersey City; and

- (ii) Contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned in substantial part by, persons residing in Jersey City.
- B) The Subgrantee shall insert, or require the insertion of, the following clause in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement:

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C.A. 1701 U). Section 3 requests that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in, the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the City with each request for payment.

- C) The Subgrantee further agrees to provide documentation of all activities undertaken to comply with these requirements to the City with each request for payment. HUD regulations at 24 CFR Part 135 is recommended as guidance regarding expectations for compliance with Section 3.
- D) The Subgrantee will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women.

For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

18) SUSPENSION / DEBARMENT

The Subgrantee shall not enter into any subcontracts with an agency, business or individual that has been suspended or debarred by the U.S. Department of Housing and Urban Development (HUD).

19) FEDERAL LABOR STANDARDS REQUIREMENTS

The Subgrantee agrees that, except with respect to the new construction or rehabilitation of residential properties designed for residential use for less than twelve (12) HOME assisted families, the Subgrantee, shall comply with HUD requirements pertaining to such contracts, and the applicable requirements of the regulations of the Department of Labor under 28 CFR Parts 3 and 5 governing the payment of wages and the ratio of apprentices and trainees to journeyman provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subgrantee of its obligation, if any, to require payment of the higher rates. The Subgrantee shall cause, or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and, for such Agreements in excess of \$10,000, 29 CFR 5a.3.

No award of the contract covered under this Section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the U.S. Department of Labor to receive an award of such contract.

20) COMPLIANCE HOURS AND WAGE REQUIREMENTS

If any project under this agreement involves the construction or rehabilitation of 12 or more HOME-assisted units, the Subgrantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C.A. 3141) and to comply with the provision of Contract Work Hours and Safety Standards Act (40 U.S.C.A. 3701 et seq.) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this Agreement.

21) COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973

The Subgrantee agrees to comply with the requirements of Section 504 of the Rehabilitation Act of 1973, PL 93-112 (29 U.S.C.A. 701 et seq.), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference and all regulations issued pursuant to the above Act, and with all other applicable federal laws and regulations pertaining to the Rehabilitation Act insofar as this Act applies to the performance of this Agreement. No qualified individual with disabilities shall, solely on the basis of disability, be excluded from participation and, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance in accordance with Section 504 of the Act.

22) COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C.A. 7401 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C.A. 1251 et. seq. and the Regulations of the Environmental Protection Agency with respect thereto. In compliance with said regulations, the Subgrantee shall cause or require to be inserted in full in all contracts or subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

- A) That it will enter into a stipulation with any contractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15:20.
- B) The Subgrantee agrees to comply with all of the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C.A. 7413 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C.A. 1318) relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C) The Subgrantee will provide prompt notice to be given of any notification received from the Director, Office of the Federal Activities, EPA, indicating that a facility utilizing or to be utilized for the Agreement is under consideration to be listed on the EPA list of Violating Facilities.
- D) The Subgrantee agrees that he will include, or cause to be included, the criteria and requirements in Paragraph A) through Paragraph D) of this section in every nonexempt subcontract, and require that the contractor will take such action as the government may direct as a means of enforcing such provisions. In no event shall any amount of the assistance under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113 (42 U.S.C.A. 7413) of the Clean Air Act or Section 33 U.S.C.A. 1319(c) of the Federal Water Pollution Control Act.
- E) The Subgrantee agrees to comply with all of the requirements, standards, orders of Section 306 of the Clean Air Act {42 U.S.C.A. 7401(h)}, Section 508 of the Clean Water Act (33 U.S.C.A. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). This regulation pertains to all subgrantees who receive amounts in excess of \$100,000.

23) ENERGY POLICY AND CONSERVATION ACT

All construction which is the subject of this Agreement shall be accomplished in conformity with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.A. 6231 to 6246).

24) RETAINAGE OF COPYRIGHTS/PATENTS

The Subgrantee agrees to include the City of Jersey City in all patent rights; copyrights and rights in data with respect to any discovery or invention which arises or is developed in the course of or under this Agreement.

25) FLOOD INSURANCE PROTECTION REQUIREMENTS

The Subgrantee agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C.A. 4002, 4003, 4012(s), 4104, 4105, 4106, 4107 and 4128). No portion of the assistance provided under this Subgrantee Agreement is approved for acquisition or construction purposes, as defined under Section 3 (a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201 (d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102 (d) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C.A. 4001 et. seq. provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102 (a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Subgrantee Agreement.

26) RELOCATION

If the PROJECT is occupied at the time of this commitment, the Subgrantee will comply with the relocation requirements of 24 CFR 92.353 and all applicable requirements of the Uniform Relocation Assistance and Real Estate Acquisition Policies Act of 1970, 42 U.S.C.

4201- 4655 and 49 CFR part 24.

27) LEAD BASED PAINT HAZARD REQUIREMENTS

The Subgrantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Subgrantee Agreement, shall be subject to HUD Lead-Based Paint regulations, 24 CFR Part 35, et al including, but not limited to Part 35.930 Evaluation and Hazard Reduction Requirements. The Subgrantee shall be responsible for insuring that all workers comply with safe work practices, hiring a certified lead abatement contractor where appropriate, providing lead hazard information pamphlets to occupants, conducting paint testing, incorporating specifications on compliance with all applicable provisions of 24 CFR Part 35 for gut rehabilitation projects, and other requirements of 24 CFR Part 35.

Ongoing maintenance shall be required pursuant to 24 CFR 35.935. Occupant protection and worksite preparation shall be provided in accordance with 24 CFR Part 35.1345, which may require relocation of occupants.

28) ARCHITECTURAL COMPLIANCE

The Subgrantee agrees to comply with the requirements of the Architectural Barriers Act of 1968, 42 U.S.C.A. 4151, insofar as it applies to the performance of this Subgrantee Agreement.

29) COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

The Subgrantee agrees that prior to approval of the expenditure of funds; it shall take into account the effect of the undertaking on any district, site, building, structure or object that is included or eligible for inclusion in/on the National Register. The City shall afford the Advisory Council and the State Historic Preservation Officer a reasonable opportunity to comment with regard to such undertaking.

30) OWNERS AND DEVELOPERS

No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit (including community housing development organization [CHDO] when acting as an owner, may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

31) INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States of America,

and no Resident Commissioner, shall be admitted to any share or part of this Subgrantee Agreement, or to any benefit to arise from the same.

32) PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Subgrantee Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, nor any other approval or concurrence of HUD required under this Subgrantee Agreement, Title I of the Housing and Community Development Act of 1974 (42 U.S.C.A. 5301 et. seq.) or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical consultant managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

33) HATCH ACT

The Subgrantee agrees that no funds provided under this Subgrantee Agreement, nor any personnel employed in the administration of this Subgrantee Agreement, shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title V, United States Code (5 U.S.C.A. 1501-1503).

34) SPECIAL ASSESSMENTS

The Subgrantee agrees to comply with the following policies related to special assessments under the HOME program:

The term "special assessment" means the recovery of the capital costs of a public improvement, such as streets, water or sewer lines, curbs and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement, or a one-time charge made as a condition of access to a public improvement. This term does not relate to taxes, or levying real estate property or ad valorem taxes, and does not include periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

A) With respect to special assessments to recover capital costs where HOME funds are used to pay all or part of the cost of a public improvement, special assessment may only be imposed as follows:

(i) Special assessments to recover HOME funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program income and any funds received shall be returned to the City for reprogramming.

- (ii) Special assessments to recover the non-HOME portion may be made provided that HOME funds are used to pay the special assessment on behalf of all properties owned and occupied by low and moderate income persons; except that HOME funds need not be used to pay the special assessments on behalf of properties owned and occupied by moderate income persons if the City certifies that it does not have sufficient HOME funds to pay on behalf of all of the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.
- B) With respect to public improvements not initially assisted with HOME funds, the payment of special assessments with HOME funds constitutes HOME assistance to the public improvement. Therefore, HOME funds may be used to pay special assessments only if:
 - (i) The installation of the public improvement was carried out in compliance with requirements applicable to HOME assisted activities including environmental, citizen participation and Davis-Bacon requirements.
 - (ii) The installation of the public improvement meets a criterion for national objectives in 24 CFR 570.208 (a) (1), (b) or (c); and
 - (iii) The requirements of A (ii) above are met.

35) FAITH-BASED ACTIVITIES

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Home Investment Partnerships Program. Neither the Federal government nor a State or local government receiving funds under Home Investment Partnerships Program shall discriminate against an organization on the basis of the organization's religious character or affiliation. However, the following limitations shall apply:

- A) Organizations that are directly funded under the Home Investment Partnerships Program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- B) A religious organization that participates in the Home Investment Partnerships program will retain its independence from Federal, State and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct Home Investment Partnerships

Program funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide Home Investment Partnerships Program funded services, without removing religious art icons, scriptures, or other religious symbols. In addition a Home Investment Partnerships Program funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

- C) An organization that participates in the Home Investment Partnerships Program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- D) Home Investment Partnerships Program funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Home Investment Partnerships Program funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, Home Investment Partnerships Program funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to Home Investment Partnerships Program funds in this part. Sanctuaries, chapels, or other rooms that a Home Investment Partnerships Program funded religious congregation uses as its principal place of worship, however, are ineligible for the Home Investment Partnerships Program funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR Part 84 and Part 85).
- E) If this project is also the recipient of City funds to supplement federally funded activities and the funds are commingled with the federal funds, then these limitations apply to all of the commingled funds

36) Compliance with National Environmental Policy Act (Environmental Review)

The Division of Community Development (DCD) is responsible for preparing the Environmental Review in accordance with the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C.A. 5321 et seq. and 24 CFR Part 58. The DCD project manager will provide the Subgrantee with a checklist of required Environmental Review items.

The Subgrantee agrees to provide documents, reports, and other

information as necessary to complete the Environmental Review to the satisfaction of the Division of Community Development (DCD).

The Subgrantee agrees that no project activities may begin prior to completion of the Environmental Review. In addition, those non-HUD funds may not be used on any activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

Upon completion of the Environmental Review, documentation will be placed into an Environmental Review Record (ERR). Depending upon the project, public notice may be required, as well as opportunity for public comment to DCD and to HUD. In such cases, non-exempt activities may not commence, and funds may not be released, prior to ERR completion, the public comment periods, and HUD's approval of a Request for Release of Funds (RROF).

The Environmental Review may take between one and three months to complete, depending upon site characteristics. Delay in providing documents and information by the Subgrantee will lengthen the review process.

However, funds may be released for certain exempt activities [24 CFR 58.34(a)], subject to the satisfaction of certain non-NEPA requirements (24 CFR 58.6) and certification as exempt by the Division of Community Development [24 CFR 58.34(b)].

In addition, where public notice is required, funds will not be available for release until 4-5 weeks after completion of the Environmental Review due to public comment periods and RROF processing time.

ATTACHMENT "C"
(RECORDKEEPING)

The Subgrantee shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female-Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income shall be determined based on Section 8 Part 5 requirements (24 CFR 92.203 (b)(1) and 24 CFR 5.609) , and documentation shall be in a form consistent with HOME requirements as stated in the HUD Technical Guide for Determining Income and Allowances under the HOME Program, Third Edition. At a minimum, the following records are needed:

- 1) Records providing a full description of each activity assisted (or being assisted) with HOME funds, including its location, the amount of HOME funds budgeted, obligated and expended for the activity, and the provision under which it is eligible.
- 2) Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR Part 92.205.
 - A) For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.
 - B) Data showing the size and annual income of the family of each person receiving the benefit.
 - C) For each activity carried out for the purpose of providing or improving housing which is determined to benefit low and moderate income persons:
 - (i) A copy of a written agreement with each landlord or developer receiving HOME assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance;
 - (ii) The total cost of the activity, including both HOME and non-HOME funds;
 - (iii) For each unit occupied by a low and moderate income household, the size and income of the household;
 - (iv) For rental housing only:
 - (a) The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

- (b) Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established and made public by the recipient;
- 3) Fair housing and equal opportunity records containing:
 - A) Documentation of the actions the recipient has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the recipient's community.
 - B) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME funds. Such information shall be used only as a basis for further investigation as to compliance with non-discrimination requirements. Non recipient is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
 - C) Data on the employment in each of the recipient's operating units funded in whole or in part with HOME funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part.
 - D) Data indicating the race and ethnicity of households (and gender of single heads of households) displaced as a result of HOME funded activities, together with the address and census tract of the housing units to which each displaced household relocated. Such information shall be used only as a basis for further investigation as to compliance with non-discrimination requirements. No recipient is required to attain or maintain any particular statistical measure by race, ethnicity, or gender is covered programs.
 - E) Documentation of actions undertaken to meet the requirements of Section 3 of the Housing Development Act of 1968, as amended (12 U.S.C.A. 1701U) relative to the hiring and training of low/mod income persons and the use of local businesses.
 - F) The Federal Employer Identification Number and Data indicating the racial/ethnic character of each business with HOME funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or

subcontract, and documentation of recipient's Affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or complete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special outreach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

- G) Documentation of the affirmative action measures the recipient has taken to overcome prior discrimination, where the courts or HUD have found that the recipient has previously discriminated against persons on the ground of race, color, national origin or sex in administering a program or activity funded in whole or in part with HOME funds.

RETENTION OF RECORDS

Financial records, supporting documents, statistical records and all other records pertinent to this Subgrantee Agreement shall be retained by the Subgrantee for a period of five (5) years after completion of project.

- 1) Records that are the subject of any finding, concern, or issue raised by any Federal agency or the City shall be retained for at least five years after final resolution of such matters with the Federal government of the City.
- 2) Records for non-expendable property which was acquired with Federal Grant funds shall be retained for five years after its final disposition.
- 3) Records for any displaced person shall be retained for five years after that person has received final payment.
- 4) Records on lead-based paint should be kept indefinitely, in the event of a complaint or lawsuit.

ATTACHMENT "D"

SPECIAL CONDITIONS

1) **Ethical Standards** - All officers and employees of local government agencies, as defined by the local code of ethics and N.J.S.A. 40A:9-22.1 et seq., Local Government Ethics Law, shall comply with the annual Financial Disclosure Statement required. This statement shall be completed and filed annually with the office of the City Clerk no later than April 30th of each funding year.

2) **Financial Management System** - The Subgrantee shall be responsible for maintaining an adequate financial management system. The Subgrantee will notify the City when the Subgrantee cannot comply with the requirements established in this Section of the Contract.

A) Subgrantee financial management system shall provide for:

Financial Reporting - Accurate, current and complete disclosure of the financial results of each contract must be made in accordance with the financial reporting requirements of the contract.

Accounting Records - Records that adequately identify the source and application of funds for City supported activities. These records must contain information pertaining to contract awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.

Internal Control - Effective internal and accounting controls over all funds, property and other assets. The Subgrantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.

Budget Control - Comparison of actual expenditures or outlays with budgeted amounts for each contract.

Allowable Cost - Procedures for determining reasonableness, allocability, and allocability of costs generally consistent with the provisions of Federal and State requirements.

Source Documentation - Accounting records that are supported by source documentation.

B) The City may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the City determines that the Subgrantee's accounting system does not meet the standards described in Paragraph A, above, additional information to monitor the contract may be required by the City upon written notice to the Subgrantee, until such time as the system meets with City approval.

EXHIBIT "A"

Section 504 Requirements	
Removal of Physical Barriers	
<ul style="list-style-type: none"> For new construction of multi-family projects, 5 percent of the units in the project (but not less than one unit) must be accessible to individuals with mobility impairments, and an additional 2 percent of the units (but not less than one unit) must be accessible to individuals with sensory impairments. The Section 504 definition of substantial rehabilitation multi-family projects includes construction in a project with 15 or more units for which the rehabilitation costs will be 75 percent or more of the replacement cost. In such developments, 5 percent of the units in the project (but not less than one unit) must be accessible to individuals with mobility impairments, and an additional 2 percent (but not less than one unit) must be accessible to individuals with sensory impairments. When rehabilitation less extensive than substantial rehabilitation is undertaken, alterations must, to the maximum extent feasible, make the unit accessible to and usable by individuals with handicaps, until 5 percent of the units are accessible to people with mobility impairments. Alterations to common spaces must, to the maximum extent feasible, make the project accessible. Accessible units must be, to the maximum extent feasible, distributed throughout projects and sites and must be available in a sufficient range of sizes and amenities so as to not limit choice. Owners and managers of projects with accessible units must adopt suitable means to assure that information regarding the availability of accessible units reaches eligible individuals with handicaps. They also must take reasonable non-discriminatory steps to maximize use of such units by eligible individuals. When an accessible unit becomes vacant, before offering the unit to a non-handicapped individual, the owner / manager should offer the unit: first, to a current occupant of the project requiring the accessibility feature; and second, to an eligible qualified applicant on the waiting list requiring the accessibility features. The usual standards for ensuring compliance with Section 504 are the Uniform Federal Accessibility Standards (UFAS), although deviations are permitted in specific circumstances. 	
Provide Program Accessibility	
<ul style="list-style-type: none"> Individuals with handicaps must be able to find out about, apply for and participate in federally-assisted programs or activities. Special communication systems may be needed for outreach and ongoing communication (e.g., Telecommunication Devices for the Deaf (TDD), materials on tape or in Braille, accessible locations for activities and meetings). Policies and procedures must be non-discriminatory (e.g., housing providers may not ask people with handicap questions not asked of all applicants, screen individuals with handicaps differently or assess an individual's ability to live independently). 	
Make Employment Accessible	
<ul style="list-style-type: none"> Employers must not discriminate. Employers must remove physical and administrative barriers to employment. Employers must make reasonable accommodations for individuals with known handicaps (e.g., job restructuring, providing readers or sign interpreters, making facilities accessible). 	
Administrative Requirements	
<ul style="list-style-type: none"> If recipients or subrecipients have 15 or more employees, they must: <ul style="list-style-type: none"> * designate a Section 504 Coordinator, and * notify program participants and employees of non-discrimination policies. All recipients and subrecipients must conduct self-evaluations of compliance with Section 504. 	

Source: ICF Housing and Community Development Group - Building HOME

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-415

Agenda No. 10Z.27

Approved: APR 25 2018

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF THE 2018 SUMMER EXPANSION PROGRAM GRANT AWARD FROM THE NEW JERSEY GOVERNOR'S JUVENILE JUSTICE AND DELINQUENCY COMMITTEE FOR THE DEPARTMENT OF RECREATION'S SUMMER FUN PROGRAM EXPANSION PROGRAM.



COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION THE

WHEREAS, the City of Jersey City (City) is desirous of accepting the grant award, attached hereto as Exhibit A, from the New Jersey Governor's Juvenile Justice and Delinquency Committee 2018 Summer Expansion Program which provides expanded recreational development for the Department of Recreation's existing Summer Fun Program; and

WHEREAS, the City further recognizes that it is incumbent upon not only public officials, but upon the Department of Recreation to provide these services to "at-risk" youth ages 13-15 in our community by offering the expanded services during the summer; and

WHEREAS, this approved grant is for the period of June 1, 2018 -- September 30, 2018 in the amount of \$20,000 and serve approximately 40 students; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator is authorized to accept the grant award for the City of Jersey City Department of Recreation 2018 Summer Expansion Program for calendar year 2018-2019 in the amount \$20,000.
2. The Office of Management and Budget is authorized to establish an account in the amount of \$20,000 for The Department of Recreation 2018 Summer Expansion Program.
3. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the 2018 Summer Expansion Program, including the administrative compliance and audit.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: B. M. [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE NEW JERSEY GOVERNOR'S JUVENILE JUSTICE AND DELINQUENCY PREVENTION GRANT AWARD FOR 2018 SUMMER FUN EXPANSION PROGRAM FOR CITY OF JERSEY CITY'S DEPARTMENT OF RECREATION

Initiator

Department/Division	Department of Recreation	
Name/Title	Arthur Williams	Director
Phone/email	(201) 547-4537	ajwilliams@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To accept the grant award 2018 Summer Expansion Program of \$20,000 from the New Jersey Governor's Juvenile Justice and Delinquency (JJDP) to Jersey City Department of Recreation to support and expand the Department of Recreation's Summer Fun recreation experience amongst "at-risk" youth ages 13-15; for the period of June 1, 2018 – September 30, 2018 serving as a Summer Expansion Program.

I certify that all the facts presented herein are accurate.


Signature of Department Director

4/18/18
Date



State of New Jersey

**Office of the Attorney General
DEPARTMENT OF LAW AND PUBLIC SAFETY
Juvenile Justice Commission
P.O. Box 107
Trenton, New Jersey 08625-0107**

Philip D. Murphy
Governor

Sheila Y. Oliver
Lt. Governor

Gurbir S. Grewal
Attorney General

Kevin M. Brown
Executive Director

April 10, 2018

Ms. Angela Rivera
Project Director
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

RE: City of Jersey City
Summer Expansion Program
#J-J-9-29-13

Dear Ms. Rivera:

We are pleased to advise you that the New Jersey Governor's Juvenile Justice and Delinquency Prevention (JJDP) Committee has approved the City of Jersey City, Summer Expansion Program in the amount of \$20,000. Please sign the subgrant award prior to submitting to our office.

Attached you will find the following:

1. Subgrant Award (Contract)
2. Final version of the approved grant application
3. JJDP Title II State, Federal, and JJC Conditions
4. Certification Regarding, Debarment, Suspension, Ineligibility and Voluntary Exclusions Form
5. Certification Regarding Lobbying, Debarment, Suspension, and other Responsibility Matters, and Drug-Free Workplace Requirements
6. Disclosure of Lobbying Activities
7. Assurances
8. Vendor Certification and Political Contribution Disclosure
9. Instructions for Resolution
10. Civil Rights Compliance Checklist/Questionnaire
11. Compliance & Certification with the Equal Employment Opportunity Plan (EEOP)

RECEIVED
2018 APR 17 PM 2:00
CITY OF JERSEY CITY
LAW DEPARTMENT



REALIZING POTENTIAL & CHANGING FUTURES
New Jersey Is An Equal Opportunity Employer
Printed on Recycled Paper and Recyclable



Ms. Angela Rivera
April 10, 2018
Page 2

Please review all of the above forms prior to having them signed by your organization. Please return all signed documents to Kelly Hourigan, at the above address **no later than May 10, 2018**. If you are unable to return all required documents by this date please contact your Program Specialist, Derrick Minor, Jr. The executed award will be forwarded to you after subsequent signature of the Attorney General.

It is important to be aware that federal support of projects using JJDP Act resources is for a limited period of time and that it is granted with the understanding that the applicant will assume costs of successful efforts.

As stated in the JJC's Award Conditions and Assurances, any press or media contact in relation to funded projects must be coordinated with the Juvenile Justice Commission in advance; the subgrantee agrees to ensure that criminal background checks required of direct service staff, including individuals acquired through the purchase of services, have been conducted and are current and valid; and the Project Director or designee for this award shall complete the Department's Subrecipient Civil Rights Compliance Training (Training) within thirty (30) days of receipt of the award.

Please contact Derrick Minor, Jr. at (609) 341-5081 if you have any questions.

Sincerely,

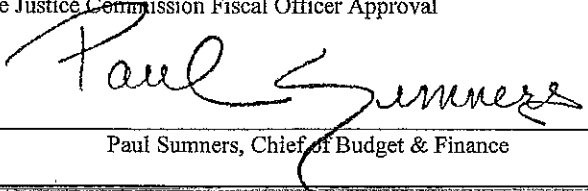
A handwritten signature in black ink, appearing to read "Kevin M. Brown", written over a horizontal line.

Kevin M. Brown,
Executive Director

KMB/nmg
Enclosure

- c: Dr. Jennifer LeBaron, Deputy Executive Director, Policy, Research & Planning, JJC
- Doris S. Darling, Director, Office of Local Programs & Services, JJC
- Kelly Hourigan, Manager, JJDP/Grants Unit, JJC
- Melissa Kozakiewicz, Contact Person, City of Jersey City
- Elizabeth Castillo, Financial Officer, City of Jersey City

**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
JUVENILE JUSTICE COMMISSION
AWARD NOTICE**

1. FUNDING SOURCE: <input type="checkbox"/> STATE/COMMUNITY PARTNERSHIP (SCP) <input type="checkbox"/> JUVENILE DETENTION ALTERNATIVES INITIATIVE (JDAI) <input type="checkbox"/> FAMILY COURT SERVICES (FC) <input checked="" type="checkbox"/> JUVENILE JUSTICE & DELINQUENCY PREVENTION – TITLE II (JJDP)	
2. SUBGRANTEE: City of Jersey City	3. AWARD NUMBER: J-J:9-29-13
4. STATE ACCOUNT NUMBER: 1500-209-994570	5. CFDA NUMBER: 16.540
6. SUBGRANTEE ADDRESS: 280 Grove Street Jersey City, NJ 07302	7. SUBGRANTEE REPRESENTATIVE NAME & ADDRESS: Angela Rivera 280 Grove Street Jersey City, NJ 07302 PHONE NUMBER: 201-547-5003
8. AWARD PERIOD: From: June 1, 2018 To: September 30, 2018	9. AWARD AMOUNT: Title II \$20,000 Match \$0 <hr/> TOTAL \$20,000
10. FISCAL YEAR: 2013	11. GRANTEE IRS/ VENDOR NO: 22-6002013
12. SUBGRANTEE AWARD CONDITIONS AND ASSURANCES (Check if applicable): <input checked="" type="checkbox"/> The above award is approved subject to conditions or limitations set forth in the attached subgrant award conditions and assurances on the attached 13 Page(s).	
13. STATUTORY AUTHORITY FOR GRANT: In accordance with provision of: <input type="checkbox"/> P.L. 1995 Chap. 283 State/Community Partnership Grant Program. <input checked="" type="checkbox"/> P.L. 93-415 Juvenile Justice and Delinquency Prevention Act as amended.	
JUVENILE JUSTICE COMMISSION	
14. Juvenile Justice Commission Fiscal Officer Approval <div style="display: flex; justify-content: space-between;"><div>Signature  Paul Summers, Chief of Budget & Finance</div><div>Date <u>4/5/2018</u></div></div>	
SUBGRANTEE ACCEPTANCE	
15. Name and Title of Authorized Subgrantee Official: <div style="display: flex; justify-content: space-between;"><div>Signature _____ Authorizing Official</div><div>Date _____</div></div> TYPED NAME OF OFFICIAL and TITLE _____	
STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY	
16. SIGNATURE OF APPROVAL: <div style="display: flex; justify-content: space-between;"><div>Signature _____ Attorney General or Designee</div><div>Date _____</div></div>	

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency: 			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known: 			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): 			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): 		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements -- 28 CFR, Part 66; Common Rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal Sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures of Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature _____

Date _____

**PUBLIC LAW 2005
CHAPTER 271**

**Vendor Certification and
Political Contribution
Disclosure Form**

Contract Reference: _____ **Vendor:** _____

At least ten (10) days prior to entering into the above-referenced contract, the Vendor must complete this Certification and Disclosure Form, in accordance with the directions below and submit it to the State contact for such contract.

Please note that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no vendor will be precluded from entering into a contract by any information submitted on this form, a vendor's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

Disclosure

Following is the required Vendor disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor is required to disclose Reportable Contributions by: the Vendor itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor or more than 10% of the stock of the Vendor, if the Vendor is a corporation for profit; a spouse or child living with a natural person that is a Vendor; all of the principals, partners, officers or directors of the Vendor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

PUBLIC LAW 2005
CHAPTER 271

Vendor: _____

Name and Address of Committee to Which Contribution Was Made	Date of Contribution	Amount of Contribution	Contributor's Name
Indicate " <u>none</u> " if no Reportable Contributions were made. Attach Additional Pages As Needed			

#1

Certification:

I certify as an officer or authorized representative of the Vendor that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

#2

Name of Vendor: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

**PUBLIC LAW 2005
CHAPTER 271**

**Vendor Certification and
Political Contribution
Disclosure Form**

Contract Reference: _____ **Vendor:** _____

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The Vendor is required to disclose Reportable Contributions by: the Vendor itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor or more than 10% of the stock of the Vendor, if the Vendor is a corporation for profit; a spouse or child living with a natural person that is a Vendor; all of the principals, partners, officers or directors of the Vendor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

PUBLIC LAW 2005
CHAPTER 271

Vendor: _____

Name and Address of Committee to Which Contribution Was Made	Date of Contribution	Amount of Contribution	Contributor's Name
Indicate " <u>none</u> " if no Reportable Contributions were made. Attach Additional Pages As Needed			

#1

Certification:

I certify as an officer or authorized representative of the Vendor that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

#2

Name of Vendor: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL

DEPARTMENT OF LAW & PUBLIC SAFETY
REQUIRED RESOLUTION & CERTIFICATION

To participate in the Federal grant program, the Governing Body or Board of Directors of your Agency or Jurisdiction must submit a resolution and certification (with your award package) approving your acceptance of federal funds and your participation in the federal grant program administered by the State of New Jersey, Department of Law & Public Safety. If necessary, please provide a copy of this form to your Governing Body or Board of Directors.

Resolutions developed by your agency or jurisdiction for your exclusive use may be used;¹ however, your Resolution must include the following data elements:

- * The name of the Subrecipient's Unit of Government/Non-Profit Organization;
- * The name of the Federal Grant Program;
- * The Subaward number;
- * The Subaward period;
- * The total amount of the award which must **include and specifically identify** the Federal amount and any required in-kind or cash match (if applicable, also identify any required local match);
- * Language indicating that the Subrecipient's Unit of Government/Non-Profit Organization is "authorized to accept" and/or "does accept" the Subaward; and
- * Language indicating that the Subrecipient is accepting the specific grant of funds for the purpose described in the application.

Your Resolution must be accompanied by a certification signed and dated by a Clerk, Recording Officer, or other authorized Certifying Officer.

¹ If your jurisdiction wishes to submit a Resolution passed pursuant to N.J.S.A. 40A:4-87, it must contain all of the data elements on the above list.



NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL

DEPARTMENT OF LAW & PUBLIC SAFETY
CIVIL RIGHTS COMPLIANCE CHECKLIST

(to be completed by subrecipients of U.S. Department of Justice Grants only)

Subrecipient: _____

Subaward Number: _____

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-.308, does the subrecipient have an EEOP on file for review?

Yes ☐ No ☐ N/A ☐

If yes, on what date did the subrecipient prepare the EEOP?

2. If the subrecipient is required to submit an EEOP Utilization Report to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) in accordance with 28 C.F.R. §§ 42.301-.308, has the subrecipient done so?

Yes ☐ No ☐ N/A ☐

If yes, on what date did the subrecipient submit the EEOP Utilization Report?

3. Has the subrecipient submitted a Certification Form to the OCR certifying compliance with the EEOP requirements?

Yes ☐ No ☐

If yes, on what date did the subrecipient submit the Certification Form?

4. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, age, and, if a recipient of funding authorized by the Violence Against Women Act of 1994 (VAWA) or its subsequent enactments, sexual orientation and gender identity, in the delivery of services (e.g., posters, inclusion in brochures or other program materials)?

Comments:



**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL**

5. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and, if a VAWA recipient, sexual orientation and gender identity, in employment practices (e.g., posters, dissemination of relevant orders or policies, inclusion in recruitment materials)?

Comments:

6. Does the subrecipient have written policies or procedures in place for notifying employees how to file complaints alleging discrimination by the subrecipient?

Yes ☐ No ☐

If yes, give an explanation of these policies and procedures:

7. Does the subrecipient have written policies or procedures in place for notifying program participants and beneficiaries how to file complaints alleging discrimination by the subrecipient, including how to file complaints with the Department of Law & Public Safety (Department) and the OCR?

Yes ☐ No ☐

If yes, give an explanation of these policies and procedures:

8. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of disability in employment practices and the delivery of services.

Yes ☐ No ☐ N/A ☐

**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL**

b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G.

Yes ☐ No ☐ N/A ☐

c. Notified program participants, beneficiaries, employees, applicants, and others that the subrecipient does not discriminate on the basis of disability.

Yes ☐ No ☐ N/A ☐

Comments:

9. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

Yes ☐ No ☐ N/A ☐

b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54.

Yes ☐ No ☐ N/A ☐

c. Notified applicants for admission and employment, employees, students, parents, and others that the subrecipient does not discriminate on the basis of sex in its education programs or activities.

Yes ☐ No ☐ N/A ☐

Comments:

10. Has the subrecipient complied with the requirement to submit to the Department and OCR any findings of discrimination against the subrecipient issued by a federal or state court or a federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

Yes ☐ No ☐ N/A: No Findings ☐

Comments:

**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL**

11. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP persons:

12. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

Yes No

Comments:

13. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

a. Provide services to everyone regardless of religion or religious belief.

Yes No N/A ☐

b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instruction, or proselytization, and that such activities are kept separate in time or place from federally-funded activities.

Yes No N/A ☐

c. Ensure that participation in religious activities is voluntary for beneficiaries of federally-funded programs.

Yes No N/A ☐

Comments:

**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL**

14. If the subrecipient receives VAWA funds, does it serve male victims of domestic violence, dating violence, sexual assault, and stalking?

Yes No N/A ☐

Comments:

15. If the subrecipient receives VAWA funds, does the subrecipient provide sex-segregated or sex-specific services?

Yes No N/A ☐

If yes, describe how services are sex-segregated or sex-specific:

If yes, has the subrecipient determined that providing services that are sex-segregated or sex-specific is necessary to the essential operation of the program?

Yes No N/A ☐

If yes, describe how the subrecipient determined that providing sex-segregated or sex-specific services is necessary to the essential operation of the program:

Form Completed By:

Name

Title

Signature

Date

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:

Address:

Is agency a: ☐ Direct or ☐ Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? ☐ Yes ☐ No

DUNS Number: Vendor Number (only if direct recipient)

Name and Title of Contact Person:

Telephone Number:

E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

☐ Less than fifty employees.

☐ Indian Tribe

☐ Medical Institution.

☐ Nonprofit Organization

☐ Educational Institution

☐ Receiving a single award(s) less than \$25,000.

I, _____ [responsible official], certify that _____

[recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that _____

[recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____

[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____

[date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section D—Declaration Stating that Recipient Subawards a Single Award Over \$500,000

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

[illegible]

If additional space is necessary, please duplicate this page.

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three. If recipient completes Section A *or* C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D

Recipients that (1) receive a single award over \$500,000; *and* (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL

COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP)
REQUIREMENTS

Subrecipient: _____

Subaward Number: _____

Subrecipients that receive financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended (42 U.S.C. § 3789d) must comply with the federal regulations pertaining to the development of an EEOP found at 28 C.F.R. Part 42, Subpart E.

In compliance with 28 C.F.R. Part 42, Subpart E, the Subrecipient certifies that it has accurately completed the applicable sections of the EEOP Certification Form found on the U.S. Department of Justice website at <http://ojp.gov/about/ocr/pdfs/cert.pdf>, and sent the signed form with the document title "EEOP Certification" to the Office for Civil Rights at the Office of Justice Programs, U.S. Department of Justice through the following e-mail address:

EEOPForms@usdoj.gov

The Subrecipient further certifies that it has provided the Department of Law and Public Safety with a copy of its submitted EEOP Certification Form.

Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date



STATE OF NEW JERSEY
Department of Law & Public Safety
Juvenile Justice Commission
Application

(Under Public Laws 93-415 and 102-586 as amended)

2018 Summer Expansion
Programming

2018 JAN 29 A 11:58

SUBGRANT PERIOD:
June 1, 2018 – September 30, 2018

DUNS NUMBER: 831438275 CCR NUMBER: 5M7D4

GRANT NUMBER

JJ-9-29-13

DATE APPROVED

Applicant Cover Page

Region to be
Served
(Select One)



Northern

Bergen, Essex, Hudson, Morris, Passaic,
Sussex, and Warren;



Central

Hunterdon, Mercer, Middlesex, Monmouth,
Ocean, Somerset, and Union;



Southern

Atlantic, Burlington, Camden, Cape May,
Cumberland, Gloucester, and Salem.

Agency: City of Jersey City

Agency Address: 280 Grove Street City: Jersey City, New Jersey Zip: 07302

County: Hudson

Project Director: Angela Rivera

Telephone: 201-547-5003 Fax: 201-547-4586

Email Address: arivera@jcnj.org

Contact Person: Melissa Kozakiewicz

Mailing Address: 280 Grove Street City: Jersey City, New Jersey Zip: 07302

Telephone: (201) 547 - 5296 Fax: (201) 547 - 4288

Email Address: mkozakiewicz@jcnj.org

Financial Officer: Elizabeth Castillo

Mailing Address: 280 Grove Street City: Jersey City, New Jersey Zip: 07302

Telephone: (201) 547 - 5036 Fax: (201) 547 - 4955

Email Address: castilloe@jcnj.org

Total Amount of JJDP Funds Requested \$20,000.00

Name/Title: Robert J. Kakoleski, Business Administrator

Signature: _____

JJC Staff Signature _____

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
JUVENILE JUSTICE COMMISSION

APPLICATION AUTHORIZATION

Authorization to submit a grant application to the Juvenile Justice Commission, (JJC) for a project entitled: Jersey City Summer Fun Expansion for a federal subgrant in the approximate amount of \$20,000 with the Applicant providing a match of \$0 (if applicable), for an approximate total project cost of \$20,000.

The undersigned understands that the JJC will rely upon the following statements to provide these sub award funds:

1. The undersigned has reviewed the contents of the application, it is accurate, and certifies that the factual statements and data set forth in the application and attachments are true to the best of his or her knowledge and belief. The undersigned has reviewed and is familiar with all statutory and regulatory requirements regarding the use of the funds being provided to undertake grant programs and activities.
2. The undersigned, as a duly authorized representative of the Applicant, ensures the Applicant will use these sub award funds to carry out the project and activities specifically described in the application.
3. The undersigned, as duly authorized representative of the Applicant, is responsible for authorizing expenditures and disbursements of sub award funds.
4. The undersigned, as a duly authorized representative of the Applicant, will ensure that the Subrecipient will comply with all federal, state, municipal, statute, regulation, circular, policy or code regarding the use of these funds.
5. The undersigned acknowledges that Department of Justice grants, including certifications provided in connection with such grants, are subject to review by the Department of Justice, and/or by the Department of Justice's Office of the Inspector General.
6. The Applicant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

At a minimum, this application consists of the following attachments in addition to this form:

- Cover Page
- Description of Project
- Projected Budget and Budget Narrative

As the duly authorized representative of the Applicant, I hereby certify that we will comply with the above-referenced provisions.



Signature of Authorized Official

Title

ROBERT J. KAKOLESKI
BUSINESS ADMINISTRATOR
CITY OF JERSEY CITY

Printed Name of Authorized Official

Organization/Agency/Applicant

Application (100 points total):

Applicant Agency Capacity (10 points)

1. Briefly describe the applicant's agency, its general mission, and services currently provided to youth and families.

The Jersey City Department of Recreation (JC Rec) will oversee the implementation, staffing, coordination, and monitoring of the proposed Summer Fun Expansion Program. The mission of JC Rec is to meet the needs of the athletic and active, all while encouraging each and every resident to stay fit, relieve stress, and become further acclimated with their surrounding community by way of recreational activities. JC Rec serves over 7,000 Jersey City youth each year through over 20 separate programs. The Department oversees the provision of activities that are rich in leisure, culture, and physical fitness and is the ideal city agency to lead this initiative due to its experience working with some of the city's most disadvantaged youth, including those who have been involved with the juvenile justice system.

JC Rec currently oversees the implementation of a \$4.5 million budget and is staffed by 33 full and part-time employees along with 222 seasonal employees. From sports to homework help, JC Rec offers a variety of programs for Jersey City youth including, but not limited to, boxing, flag football, golf, roller hockey, softball, swimming, tennis, volleyball, lacrosse, soccer, ice skating, aerobics, swimming, gymnastics, track, basketball, baseball, and tackle football. JC Rec also offers afterschool programs at various public schools, as well as the Jersey City Armory. In addition to fall through spring recreation programs, the Department also operates summer programs, including the Summer Fun Program, serving over 1,200 Jersey City youth ages 7-13 and employing high school and college students ages 16-20 as camp counselors. In Summer 2017, the Department employed over 575 youth, many of whom were court-involved youth referred by the school district, court system, and other community-based stakeholder organizations. All of the Department's programs during the school year and summer

incorporate components on life skills development including conflict resolution, leadership, problem solving, self-esteem, and other means of empowering youth.

1. What is the status of the applicant? (Please check one):

- ☐ An approved non-profit organization with 501C3 status
- ☐ A for-profit business
- ☐ A faith based organization
- ☐ A local vo-tech or school district
- ☒ A unit of local government

Current Program (15 points)

2. Please describe the services that are being provided to youth in the current program.

The Jersey City Summer Fun Program serves more than 1,200 Jersey City youth ages 7 to 13 at more than a dozen sites throughout the city. Partnering with the Jersey City Public Schools to use gyms, classrooms, swimming pools, and other amenities, Summer Fun provides age-appropriate programming during months when school is not in session. The program helps to keep youth safe, engaged, and active while incorporating educational content to prevent summer learning loss. Youth are able to participate in fun activities such as swimming, arts and crafts, and field trips, while being guided by high school and college students who serve in the role of counselors.

3. Is there evidence that the current program is effective? ☒ Yes ☐ No

4. If yes, please provide evidence and cite sources.

Summer Camp is an invaluable experience attended by millions of children across the United States every year. The impact of attending summer camp on youth development, especially in the areas of socialization, conflict resolution, leadership, and self-esteem are well documented. There are substantial psychosocial benefits, noticed by parents and professionals alike. It is worth noting, for example, that in

JC Rec's end of summer survey, parents overwhelmingly chose "making new friends" as one of the top camp experiences. Additionally, a recent article published by Psychology Today highlighted that the results of a survey of 300 camp directors identified summer camps "perfect places to help children optimize their psychosocial development." The survey responses demonstrated that camps teach young people resiliency, help them to foster new relationships outside of their immediate network, force kids to take on new challenges and overcome adversity, develop physically by playing in fresh air and trying new experiences, and explore cultural norms, self-identify, and fair treatment of others in a non-school, less rigid setting that doesn't require strict adherence to curricular standards.

There is also particularly strong evidence supporting programs that integrate learning experiences, with an emphasis on the impact of summer learning experiences in low-income communities. According to a study prepared by the Rand Corporation, commissioned by the Wallace Foundation, "summer learning programs have the potential to help children and youth improve their academic and other outcomes. This is especially true for children from low-income families who might not have access to educational resources throughout the summer months and for low-achieving students who need additional time to master academic content."

Perhaps the best evidence that our Summer Fun Programs are effective is their continued popularity. Every summer, registration for camp slots is a highly anticipated event. High school and college students who attended Summer Fun are eager to become counselors, many of whom are taking on their very first job, and serve as role models for younger children in their community. Anecdotally, Summer Fun Director Robert Turso's first summer in the program was in 1996 as a Junior Counselor. Parents also express a high degree of satisfaction with Summer Fun, knowing that their child is safe and learning

valuable skills that will support them through their entire life.

5. Is the current program or curriculum used based on a specific Best Practices Model?

☒ Yes ☐ No

If yes, please provide evidence and cite sources.

The Summer Fun Program replicates the summer camp model used throughout the United States. Youth are encouraged to participate in athletic, artistic, and community building activities throughout the summer, sharing meals and learning new skills. Age appropriate programming is important to the summer camp tradition, where children are organized by age. The inspiration for the proposed programming of the expansion of Summer Fun (to include ages 13-15) came from an initiative piloted by JC Rec employee Gary Nye, in collaboration with local nonprofits, during the summer of 2017. Gary's "Dream Project" provided a holistic experience for at-risk youth by combining athletics, nutrition, safety, health, and parental involvement components. The modular component focused on helping at-risk youth make smart decisions, learn from positive role models, and challenge themselves to learn new skills and try new experiences. Modules included:

- NCAA athletes taught kids athletic skills and offered mentorship
- Captain Flora of the JC Police Department lead crisis intervention activities
- Community Health Staff from JC Health and Human Services delivered a program on healthy eating and preparing healthy meals and snacks
- Dr. Ernesto Tolentino, MD, mentored students on the importance of taking care of their bodies
- Parental involvement activities included cookouts and family-friendly activities

Based on the success of the Dream Project, these modules have been incorporated (albeit slightly

modified) into the programming of Summer Fun for the proposed expansion.

6. How have those existing services benefited youth, families, and/or communities?

Summer Fun has benefitted thousands of youth, families, and communities since 1995 by providing a free, safe and enjoyable place for kids to spend their summer breaks. Beyond fulfilling the basic needs of safety, sustenance and child care that can challenge so many of Jersey City's families, Summer Fun also provides enrichment activities for youth, from life skills like swimming to mentorship and guidance. Supervision and structure are critical to the development of youth, and much has been written about summer learning loss. Summer Fun helps to fill that gap, including education into daily programming that will help Jersey City youth to stay focused and positive during the summer.

7. Please state the numbers of youth and families served in 2017, and over what time period.

A total of 1,200 youth were served in the summer of 2017, over a period of five weeks.

Target Population for Summer Program (15 Points)

8. Who is the target population? ☐ 10-12 ☒ 13-15 ☐ 16-18

9. What is the racial and gender composition of the youth to be served?

While Summer Fun enrollment is typically offered on a first come first serve basis, the expansion will allow JC Rec to prioritize referrals from the Jersey City Police Department, Haven Adolescent Community Respite Center, and Hudson CMO – all of whom will be able to identify at risk youth who would benefit most from this Summer Fun Expansion pilot. Among youth in the 13-15 age bracket in Jersey City, the demographic breakdown is 12% White/Non-Hispanic, 36% Hispanic/Latino, 36%

Black/African-American, and 16% Asian. The gender breakdown is 51% male and 49% female.

10. What geographic location does this population come from?

Youth will be recruited from throughout Jersey City, New Jersey.

11. Further describe the at-risk population to be served. Please include the different issues the youth currently face.

The social determinants of health disproportionately impact minorities in the Jersey City community, suggesting that the majority of at-risk youth referred to or recruited to the program will be Black/African-American or Hispanic/Latino. Jersey City's minority youth are particularly disadvantaged by socioeconomic, economic, and crime factors, and are underserved by public health and social support services. Jersey City is oftentimes characterized as a "tale of two cities," with more affluent downtown and waterfront neighborhoods contrasting socioeconomically with interior neighborhoods, particularly the central and southern parts of the City where the population is predominantly minority and disproportionately affected by social determinants of health such as poverty, unemployment, educational opportunity, parks and open space, food insecurity, affordable housing access, gang activity, violent crime, and other socioeconomic issues. Youth in these neighborhoods are more likely to be affected by gang violence, drugs, and poverty than youth in other parts of the city or in other communities.

12. Please list and briefly describe all referral source(s) for the summer program.

Referral Source	Description	MOU Attached ¹
Hudson CMO	Organization providing care coordination for youth ages 5-21 facing social, emotional, or behavioral health challenges	<input type="checkbox"/>
Haven Adolescent Community Respite Center	Short-term residential space for youth 14-18 with home life troubles	<input type="checkbox"/>
Jersey City Police Department	Local law enforcement agency	<input type="checkbox"/>

Program Expansion (30 points)

13. Please describe the proposed summer expansion program.

The proposed expansion to JC Rec's existing Summer Fun Program will provide programming that targets currently unserved 13-15 year olds. The program will be hosted at Public School 39 between the hours of 8:30 am and 3 pm, with a child to adult ratio of 10:1. A total of 40 students will be served by the program, which will be administered by coed leadership, with two male leaders and two female leaders. Breakfast and lunch will be provided through the Summer Food Program, as is the case with all existing Summer Fun Camp sites. Busing will also be provided.

The program expansion is a targeted intervention that will utilize referrals from Hudson CMO, Haven Adolescent Community Respite Center, and the Jersey City Police Department. Hudson Care Management Organization is a private not-for-profit agency that provides care coordination for Hudson County youth ages 5-21 who may be struggling with: mental health or emotional issues, challenging behaviors, substance use or developmental disabilities. Haven Center is short-term residential safe space for youth ages 14-18 who are experiencing domestic conflict, helping young people and their families with long-term solutions to family conflicts which adolescence, poverty, social and political pressures, and mental health and drug addiction intensify. The Jersey City Police Department is Jersey City local law enforcement agency, and operates various youth empowerment programs such as the career and technical education Police and Fire Sciences Program during the school year and the stationhouse adjustment program. These three entities will refer youth the program, ensuring that our recruitment and referral efforts are focused on the at-risk youth demonstrating the highest level of need.

The program is based on lessons learned from the Dream Project and will provide enrichment in the form of various modules delivered by community leaders who have experience working with the targeted at-risk population. The Summer Fun program runs for five weeks beginning July 5th and ending

on August 10th. Each of the enrichment modules will be offered from 1-3 hours each, one day per week. Additional structured activities will be offered including basketball, Zumba, arts (2017 art instruction was led by a leading city arts organization – Art House Productions), and double dutch (through our community's nationally recognized double dutch instructor). Modules will include:

- Healthy Eating and Cooking with Fidel Hernandez, contracted with the Jersey City Department of Health and Human Services
- Crisis Intervention with Detective Rhudy Snelling of the JC Police Department (also leader of the Police and Fire Sciences Program who has mentored hundreds of Jersey City youth to successful careers with the police and fire departments throughout Hudson County)
- Computer coding instruction led by Royal Bank of Canada through a new partnership arrangement
- Workshops presented by the Jersey City Youth Counsel (a youth court program): (1) Responding to conflict, (2) Goal setting, (3) Decision making, (4) Managing peer pressure, (5) Peer mediation and negotiation skills
- Taking Care of the Body, led by Linda Ivory Greene in the Department of Health and Human Services

14. How is this program expansion different from the services currently provided to youth?

The Summer Fun Program currently does not serve youth above the age of 13. By creating a new, age-appropriate program for 13-15 year olds, JC Rec is hoping to recreate the success of the Dream Project within Summer Fun and provide at-risk youth with a safe, enriching summer experience that

promotes positive youth development and steers youth away from justice system involvement.

15. How many additional at-risk youth do you intend to serve?

We intend to recruit a total of 55 youth for recruitment, planning to ultimately serve at least 40, taking into account the likely attrition rate among adolescents.

16. What, if any, additional services will be provided?

Youth will be provided with food and transportation (from a central location). Activities such as field trips, parental involvement events, and other enhancements will be incorporated into the schedule, as designed and implement by the staff.

17. Please list negative termination (if any) and successful completion criteria for the program.

Youth are expected to participate in the program on a daily basis. Each absence will be monitored to ensure fairness and allow participation of other interested youth. Efforts will be made to encourage attendance through outreach to both youth and their parents. There will be no negative termination criteria, however, continuation in the program will be considered on a case-by-case absence for youth who are frequently absent and taking up a slot that would otherwise be filled by a participate who is eager to attend the program. For evaluation purposes, successful completion will be considered to be attending at least 22 of the 25 days.

18. Will the program provide opportunities not typically available to youth in the community?

Yes ☒ No ☐

If yes, please describe.

Jersey City does not currently offer comprehensive enrichment summer programming for youth ages 14-15 in Jersey City. This project will over the first opportunity for youth in that age group to benefit from summer programming.

**JUVENILE JUSTICE & DELINQUENCY PREVENTION FUNDS
PROPOSED BUDGET FORM**

Agency: Jersey City Department of Recreation

PROJECT PERIOD: June 1, 2018 to September 30, 2018

BUDGET CATEGORY	FEDERAL SHARE (JJDP Funds)	OTHER FUNDING SOURCE	PROJECT TOTAL
A. SALARIES AND WAGES	\$11,000	\$	\$11,000
- FRINGE BENEFITS	\$	\$	\$
B. PURCHASE OF SERVICES	\$7,987	\$	\$7,987
C. TRAVEL, TRANSPORTATION, SUBSISTENCE	\$	\$	\$
D. CONSUMABLE SUPPLIES, POSTAGE, PRINTING	\$1,013	\$	\$1,013
E. FACILITIES, OFFICE SPACE, UTILITIES, EQUIPMENT RENTAL	\$	\$	\$
F. INDIRECT COSTS		\$	\$
TOTAL PROJECT COST	\$20,000	\$	\$20,000

Other : _____

Budget Narrative

A budget narrative must be attached for both federal and other funds. For category A, complete the chart provided, the name, number of hours per week, salaries and fringe for each staff member. For category B thru E, 1) show allowable costs for each proposed activity and provides a brief narrative statement that supports/links these costs with project activities; 2) demonstrates how the applicant arrived at the amounts requested using an equation (e.g., rate of pay x hours, days, or weeks = total request); 3) describes other funding sources and contributions (source(s) and amount, if applicable).

A. Salaries, Wages, & Fringe Benefits:

List each position for which funds are requested, indicating the # of hours + rate per to be spent on the project. Employees' benefits, such as retirement, FICA and health insurance should be shown separately and itemized as fringe benefits.

Name	Title	Hourly Rate	# of hours	Total Salary	Fringe, if applicable	Total cost
Angela Rivera	Supervisor	\$21.21	165	\$3,500		\$3,500
TBA	Staff	\$15.15	165	\$2,500		\$2,500
TBA	Staff	\$15.15	165	\$2,500		\$2,500
TBA	Staff	\$15.15	165	\$2,500		\$2,500
						\$11,000

Narrative for salaries, wages and fringe:

Program staffing needs include 4 staff, five days per week for five weeks (25 days total). Staffing model includes Program Director and three support staff. Hourly rates are consistent with the staffing model for other Summer Fun Camp sites. Fringe benefits will be covered by City Payroll.

B. Purchase of Services:

Funds in the amount of \$7,987 will pay for:

- Security Guard - \$2,437
- Chef/Healthy Eating Instruction - \$1,250 (\$250 per 3 hour session x 5 sessions)
- Lifeguard - \$1,275 – (\$17 per hour x 3 hours/day x 5 days per week for 5 weeks)
- Treetop Adventure Course Field Trip - \$1,815 (\$33 per person x 55 youth – transportation and lunch provided by JC Rec)
- Skyzone Field Trip - \$1,210 (\$22 per person x 55 youth – transportation and lunch provided by JC Rec)

C. Consumable Supplies, Postage, Printing:

Funds in the amount of \$1,103 will pay for:

Art supplies, including sharpies, sketchbooks, butcher paper, paint markers, colored pencils, etc.

PROGRAM MODEL TABLE

Agency Name: Jersey City Department of Recreation

Program Goal: To serve 55 at-risk youth ages 13-15, 40 who will complete the program, with an expanded summer enrichment experience

Objectives	Activities	Outputs	Outcomes
		<i>Mandatory Measures</i>	<i>Mandatory Measures</i>
<ol style="list-style-type: none"> 1. Provide expanded summer enrichment experience for at-risk youth ages 13-15 2. Enhance partnership to serve at-risk youth with Hudson CMO, JC Police Department, and Haven Center 3. Reduced juvenile crime 4. Prevent recidivism among juvenile offenders 5. Connect at-risk youth with positive role models 6. Encouraging healthy behaviors among at-risk youth 	<ol style="list-style-type: none"> 1. Healthy eating and cooking modules from a Community Health Officer 2. Crisis intervention activities from a JCPD Detective 3. Computer Coding from Royal Bank of Canada 4. Taking care of the body lessons from Dr. Ernesto Tolentino, MD 5. Youth Council Program 6. Summer Food – meals provided daily 7. Busing to and from central location 8. Basketball, Zumba, arts, swimming, and double dutch activities 	<p>Number of program youth to be served <u>55</u></p> <p>Average length of stay in program <u>25 days</u></p> <p>Total number of service hours completed by program youth <u>1,000</u></p> <p>Number of planning activities conducted <u>10</u></p>	<p>Number & percent of program youth who offend during the reporting period (Short Term) <u>5, 11%</u></p> <p>Number & percent of program youth who re-offend during the reporting period (Short Term) <u>2, 5%</u></p> <p>Number & percent of youth completing program requirements <u>40</u></p>

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS
AND
DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to:

Department of Justice
Office of Justice Programs
ATTN: Control Desk
810 Seventh Street, N.W.,
Washington, D.C. 20531

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name:

3. Grantee IRS/Vendor Number _____

4. Type/Print Name and Title of Authorized Representative

5. Signature

6. Date

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
JUVENILE JUSTICE COMMISSION
Award Conditions and Assurances**

Juvenile Justice and Delinquency Prevention (JJDP) Title II

STATE CONDITIONS

1. The Subgrantee assures that it will maintain fund accounting, auditing monitoring, and such evaluation procedures as may be necessary; that it will keep such records as the Juvenile Justice Commission shall prescribe; that it will assure fiscal control, proper management, and efficient disbursement of funds received under this grant.
2. If this project is not operational within sixty (60) days of the original start date of the award period, the Subgrantee must report by letter to JJC of the steps taken to initiate the project, the reasons for the delay and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subgrantee must submit a second statement to JJC explaining the implementation delay. Upon receipt of the 90-day letter, JJC may cancel the project and obtain appropriate approval to redistribute the funds to other project areas. JJC may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate files and records must so note the extension.
3. The Subgrantee is subject to the requirements set forth in the appropriate Management Circulars as applicable to Federal funding, as required under the Single Audit Act required under OMB Circular A-133 and State Circular Letter 04-04-OMB. The Subgrantee shall notify the Juvenile Justice Commission of any exceptions and/or findings regarding this grant as a result of the single audit. The Subgrantee must submit to the JJC a copy of its annual audit report upon request.
4. The Subgrantee agrees that it shall be solely responsible for and shall defend, indemnify, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subgrantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subgrantee's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subgrantee's failure to provide for the safe and protection of its employees, whether or not due to negligence, fault, or default of the Subgrantee. The Subgrantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Subgrantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.

5. The Subgrantee agrees to ensure all insurance requirements consistent with the business/not-for profit entity are extended to include the purposes and intent of this grant award.
6. The Subgrantee assures that it will comply with all the requirements of the State of New Jersey for State and Local financial accounting.
7. The Subgrantee assures that it will comply, and all of its contractors will comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
8. The Subgrantee agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner consistent with federal and state requirements. Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurement. The Subgrantee is the responsible authority, without recourse to L&PS or JJC, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
9. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.
10. The Subgrantee agrees that all equipment purchased or leased with grant funds will be acquired by following standard county and local bidding/ procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
11. The Subgrantee agrees that all consumable supplies purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Subgrantee agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.
12. The Subgrantee agrees to comply with the current State Circular Letter on Entertainment, Meals, and Refreshments, 11-09-OMB and the Office of Justice Programs (OJP) *Financial Guide*, 3.10 Conference and Event Planning and 2 CFR Part 225, App.B, when using subgrant funds to purchase food, beverages and refreshments for project activities.
13. Subgrantee certifies that all services purchased with grant funds must be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.

14. The Subgrantee agrees to ensure that criminal background checks required by New Jersey State law of direct service staff including individuals acquired through purchase of services have been conducted and are current and valid.

15. The Subgrantee agrees that it will ensure that all licenses required by New Jersey State Law of direct services staff are current and valid. Copies of the licenses are to be kept on file and made available to the JJC upon request.

FEDERAL CONDITIONS

16. The Subgrantee assures that youth in its juvenile justice system programs are treated equitably on the basis of gender, race, family income, and mental, emotional, and physical limitations.

17. The Subgrantee assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, the acceptance of the grant funding and provision of the match, if any, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subgrantee assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

18. The Subgrantee assures that the Federal funds made available under this grant will be used to supplement existing State and local funds for program activities and will not supplant funds appropriated for the same purpose.

19. The Subgrantee agrees to give the United States General Accounting Office, DOJ, and its agencies, Office of the Chief Financial Officer, Law & Public Safety (L&PS), and Juvenile Justice Commission (JJC) through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subgrantee's operations. JJC reserves the right to have access to all work papers produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subgrantee to perform such audits.

20. The Subgrantee assures that it has established procedures to ensure that programs funded under the Juvenile Justice and Delinquency Prevention Act (JJDP) shall not disclose program records containing the identity of individual juveniles. Exceptions to this requirement include (a) authorization by law, (b) consent of either the juvenile or his or her legally authorized representative, or (c) justification that the functions of this title cannot be performed otherwise. Under no circumstances may public project reports or findings contain names of actual juvenile service recipients.

21. The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) *Financial Guide* (http://www.ojp.gov/financialguide/PDFs/OCFO_2014FinancialGuide.pdf).
22. The Subgrantee assures that, pursuant to Section 229(d) of the Juvenile Justice and Delinquency Protection Act (JJDP) (42 USC Section 5671(d)), it will not use grant funds for biomedical or behavior control experimentation on individuals or any research involving such experimentation, except under the limited circumstances permitted under that section and upon prior approval by JJC.
23. The Subgrantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The Subgrantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
24. The Subgrantee agrees to ensure compliance with the Federal Financial Accountability Transparency Act (FFATA) and regulations.
25. As required by the FFATA, the Subgrantee must be registered with the Central Contractor Registration (CCR) and obtain a Data Universal Numbering System (DUNS) number in order to receive a Title II award.
26. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice encourages grantees and subgrantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers. The Subgrantee assures that it will, at a minimum, adopt and enforce policies prohibiting texting while driving in the performance of program activities consistent with N.J.S.A. 39:4-97.3.
27. Pursuant to 23 U.S.C. §§402-403, and 29 U.S.C. §668, each recipient agency of Federal contracts, subcontracts and grants shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating company-owned, rented or personally owned vehicles. The Subgrantee assures that it will, at a minimum, adopt and enforce policies for seat belt use consistent with the requirements of N.J.S.A. 39:3-76.2f.
28. The Subgrantee acknowledges that the Office of Justice Programs reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

29. The Subgrantee acknowledges that Office of Justice Programs has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227- 14 (Rights in Data - General).

30. The Subgrantee shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the availability to the Department of Law and Public Safety (Department) and JJC of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the Grant Agreement and in no event shall the Agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the Grant Agreement.

31. The Subgrantee understands and agrees that, in compliance with the Anti-Lobbying Act, 18 U.S.C. §1913, and with the Limitations, Exceptions and Penalties on the Use of Appropriated Funds law, 31 U.S.C. §1352, it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

32. The Subgrantee understands and agrees to comply with the federal Executive Order No. 12549 on Debarment and Suspension, 2 C.F.R. Part 2867 and 2 C.F.R. Part 180, and State Executive Order No. 34 (Byrne, March 17, 1976), and State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Subgrantee and its subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.

33. The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. §201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.

34. The Subgrantee agrees to assist DOJ, and its agencies in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. §470; Executive Order No. 11593, the Archeological and Historical Preservation Act of 1974, 16 U.S.C. §469a-1 et seq.; and the National Environmental Policy Act of 1969, 42 U.S.C. §4321, by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying DOJ, OJP, and BJA of the existence of any such properties, and by (b) complying with all requirements established by DOJ, OJP, and BJA to avoid or mitigate adverse effects upon such properties.

35. The Subgrantee agrees to comply and assure the compliance of its contractors, with all lawful requirements imposed by DOJ, including any applicable regulations such as Title 28, Judicial Administration, Chapter I, Department of Justice: Part 18, Office of Justice Programs Hearing and Appeal Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-discrimination; Equal Employment Opportunity; Policies and Procedures; Part 46, Protection of Human Subjects and all Office of Justice Program Policies and procedures regarding the protection of Human Research Subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and federal laws and regulations applicable to Federal Assistance Programs; Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and Part 70, Uniform Administrative Requirements for Grants and Agreements (including Subawards) with Institutions of Higher Education, Hospitals and Other Non-profit Organizations.¹

36. Recipient will comply (and will require any Subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations-OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations-Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Exec. Order No. 13279 (equal protection of the laws for faith-based and community organizations); Exec. Order No. 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations-Equal Treatment for Faith-Based Organizations). the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. § 1101 et seq.; as amended, relating to nondiscrimination on the basis of drug abuse and the Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, Subparts, C, D, E, and G; the Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35, Part 36, Part 39; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 U.S.C. § 12114 et seq. as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; the Public Health Service Act, 42 U.S.C. § 290dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. § 3601 et seq., as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, the requirements of any other nondiscrimination statute(s) which may apply to the application, and the Department of Justice, Policy Guidance Document, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 F.R. 41455 (June 18, 2002); see Ex. Order 13279 (equal protection of the laws for faith-based and community organization).

Exception: If sex segregation or sex-specific programming is necessary to the essential operation of a program, nothing in this paragraph shall prevent any such program or activity from consideration of an individual's sex. Nothing in this paragraph shall prevent gender-specific analysis or programming under the Juvenile Justice Delinquency Prevention Act, Title II, Section 223(a)(7) (42 USC Section 5633(a)(7)).

37. In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced in #33 condition above.

38. The Subgrantee shall adopt procedures to respond to discrimination complaints that its employees and clients, customers, and program participants may file directly with the subrecipient in accordance with the New Jersey Department of Law and Public Safety Federal Civil Rights Compliance Policy For Addressing Civil Rights Complaints. The Policy is available online at <http://www.nj.gov/lps/grants/lps-fed-discim-policy-grants.pdf>. The Subgrantee agrees that the Project Director or designee for this award shall complete the Department's Subrecipient Civil Rights Compliance Training (Training) within thirty (30) days of receipt of the award. The Training is available online at <http://www.nj.gov/lps/grants/lps-subrecipient-civil-rights-compliance.pdf>. Once the Training is completed, the Subgrantee shall provide a copy of the Certificate of Completion to the Department and retain a copy in the Subgrantee file.

39. Subgrantee assures that if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 CFR 42.301 et seq., it will maintain a current plan on file.

40. The Subgrantee agrees to comply with all reporting, data collection, and evaluation requirements, as prescribed by the DOJ, BJA and its agencies as required by L&PS and JJC.

41. In support of this subgrant project, the Subgrantee agrees to adhere to U.S. Department of Justice's match requirements outlined in the U.S. Department of Justice (DOJ), OJP, OJP *Financial Guide*, Part III Chapter 3: Matching or Cost Sharing Requirements and satisfy any state requirements on matching and cost sharing.

42. As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in Office of Justice Programs *Financial Guide*, Audit Requirements, Government Accountability Office's Government Auditing Standards (Yellow Book), and State Circular Letter, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 04-04-OMB. The Subgrantee agrees to submit to JJC any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to JJC any changes in its fiscal year.

43. The Subgrantee agrees that grant funds will be used only for allowable costs as determined according to applicable federal cost principles specific to the Subgrantee (e.g. Federal OMB Circular A-21 (2 C.F.R. Part 220), A-87 (2 C.F.R. Part 225), A-102, A-110 (2 C.F.R. Part 215), A-122 (2 C.F.R. Part 230), A-133, etc.), according to Office of Justice Programs *Financial Guide*, Allowable Costs, and State Circular Letter Standard Grant Agreement Form, X. Allowable Costs, 07-05-OMB.

44. The Subgrantee agrees that the daily rate for consultants or speakers will be reasonable and consistent with what is usually paid for similar services offered, and may not exceed \$81.25 per hour or \$650 per 8-hour day, compensation for all consultants and speakers will comply with the Office of Justice Programs *Financial Guide*, Cost Requiring Prior Approval, the name of the consultant/speaker, title of discussion, and hourly daily rates of the consultant/speaker will be maintained in the official grant file, and, for any rate that exceeds \$650 per day the Subgrantee will receive written approval from JJC.

45. The Subgrantee agrees that federal grant funds will not be used to pay an employee annual cash compensation in an amount that exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. The salary table for SES employees is available at <http://www.opm.gov>.

46. The Subgrantee acknowledges that Office of Justice Programs may suspend authority to draw down or expend funds, in whole or in part, for (1) failure to adhere to the requirements, standard conditions or special conditions of the Title II program, (2) failure to timely submit reports, (3) filing a false certification and (4) for other good cause shown. OJJDP will provide notice and hearing procedures according to 28 C.F.R. Part 18.

47. It is the responsibility of the Subgrantee to comply with provisions of the Hatch Act, the Federal law which limits certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.

48. The Subgrantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

49. The Subgrantee agrees that it will not use funds awarded under this program for construction, except in the limited circumstances permitted under Section 299(a) and (b)(42 USC Section 5674(a) and (b)) and upon prior approval by JJC.

50. The Subgrantee certifies that Limited English Proficiency (LEP) persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency. To ensure compliance with Title VI and the Safe Streets Act, Subgrantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for Subgrantees to help comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

51. The Subgrantee agrees to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9) to verify that persons employed by the recipient are eligible to work in the United States.

52. The Subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the federal False Claims Act, 31 U.S.C. §§3729-33, and under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.

53. The Subgrantee must promptly refer to Department of Justice (DOJ) Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. Potential fraud, waste, abuse, or misconduct should be reported to OIG by:

mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.,
Room 4706
Washington, D.C. 20530

e-mail: oig.hotline@usdoj.gov
hotline: (800) 869-4499 or fax: (202) 616-9881
(contact information in English and Spanish)

For additional information visit DOJ OIG's website at www.justice.gov/oig

54. Subgrantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee's name, title/rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subgrant activities, the Subgrantee's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.

55. Subgrantee agrees that it cannot allocate any funds to purchase vehicles.

56. The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. The Subgrantee agrees to add program income to funds committed to the program to further eligible program objectives. The Subgrantee agrees to comply with the OJP's Financial Guide, Program Income, and as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and federal OMB Circular A-110 (2 C.F.R. Part 215), on the use, disposition, accounting and reporting for program income. The Subgrantee will show the use of program income on the detailed cost statements. State Circular Standard Grant Agreement Form, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.

57. The Subgrantee agrees that it cannot use any federal funds, either directly or indirectly, in support of a contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of JJC.

58. It is the responsibility of the Subgrantee to ensure that these conditions are included in any subaward under this award.

JUVENILE JUSTICE COMMISSION SPECIAL CONDITIONS

59. The Subgrantee assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information, as JJC may require. Specifically, the Subgrantee must submit fiscal and progress reports on a monthly basis unless directed otherwise. Reports are due to the JJC thirty (30) days after the close of the month. Funds will be distributed on a reimbursement basis as costs are incurred. Payments will be generated when both narrative and fiscal reports have been received by the JJC. Failure to submit reports as required may result in the forfeiture of funds for the reporting period in question.

60. The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subgrantee shall maintain accurate and complete disclosure of financial results of each subgrant in the quarterly fiscal report to JJC, have procedures to determine allowable costs, and provide source documentation for financial records.

61. The Subgrantee agrees to enter, maintain and record all grant funds received from the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subgrantee in accordance with the provisions of the subgrant throughout the project period subject to such conditions as JJC may prescribe.

62. No amendments or contract extensions to the approved budget and program design as outlined in the funding Application may be made without written approval by the JJC. Any deviation from the approved budget or extension beyond the contract dates requires the prior approval of the JJC. The amendment request must be made in writing by the **Program Director** and must be accompanied by the submission of a completed Grant Adjustment Request Form (GARF) and written justification.

63. The award may be terminated or fund payment discontinued by the Juvenile Justice Commission when a Subgrantee has substantially failed to comply with the provisions of State or Federal laws or regulations promulgated there under, including these subgrant conditions has occurred.

64. The Juvenile Justice Commission reserves the right to conduct an audit regarding funds granted to the Subgrantee. As a requirement for further involvement in the programs, the Subgrantee shall cooperate with any such audit and make available permanent records.

65. Any press or media contact in relation to this grant must be coordinated with the Juvenile Justice Commission at least three weeks advance.

66. The Subgrantee agrees to monitor all subawards for performance and fiscal integrity, including any required cash match. In addition, the Subgrantee will monitor all subgrantees to assure that required audits are performed.

67. The Subgrantee must ensure confidentiality by securing all client files in a lock cabinet, locked office, or secure database.

68. If the Subgrantee materially fails to comply with the terms of an award, whether stated in a state or federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subgrantee agrees that JJC may take one or more of the following actions, as appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or take more severe enforcement action.
- b. Disallow all or part of the cost of the activity or action not in compliance.
- c. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
- d. Withhold further awards for the program.
- e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
- f. Take other remedies that may be legally available.

In taking an enforcement action, L&PS may provide the Subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Subgrantee is entitled under any statute or regulation applicable to the action involved.

69. The Subgrantee must assure compliance with applicable Federal requirements and that performance goals are being achieved. Subgrantee must ensure that performance of each grant supported program, function, or activity will meet time schedules and objectives, projected interim targets by time periods are being accomplished, and other performance goals are being achieved as applicable.

- a. The Subgrantee shall inform JJC of the following types of conditions which affect program objectives and performance as soon as they become known:
 - i. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units or established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance by JJC required to resolve the situation.

- ii. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.
- b. JJC may, at its discretion, make site visits to:
 - i. Review program accomplishments and management control systems.
 - ii. Provide such technical assistance as may be required.
 - iii. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.
 - iv. Ensure compliance with all pertinent civil rights laws and regulations.

70. When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that JJC may suspend the grant and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with the below paragraph. JJC shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.

71. The Subgrantee agrees that JJC may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the Federal statutes, regulations, or conditions of the grant. JJC shall notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date including information that the decision may be considered in evaluating future applications received from JJC. Payments made to the Subgrantee or recoveries by JJC under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

72. JJC and the Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

73. JJC may terminate this grant for convenience, upon 60 days written advance notice to the Subgrantee, for any reason whatsoever, including lack of funding available to the L&PS. Upon receipt of a notice of termination for convenience, the Subgrantee shall cease incurring additional obligations of subgrant funds. However, JJC shall allow the Subgrantee to incur all necessary and proper costs which the Subgrantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.

74. The Subgrantee agrees to acknowledge in any media related interviews or coverage that funding is provided through the New Jersey Governor's Juvenile Justice and Delinquency Prevention (JJDP) Committee and administered through the Juvenile Justice Commission.

75. Subgrantee assures that funds awarded under this grant will not be used for meals and refreshments at meetings, trainings, or conferences. However, grant funds can be used to provide food/refreshments for youth during programmatic events that are a direct provision of services.

76. The Subgrantee certifies that the programs contained in its application meet all requirements, that all the information is correct, and that there has been appropriate coordination with affected agencies.

Authorized Signature

Date

Type Name and Title

Name of Agency/Organization

**US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1998 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of the proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-416
Agenda No. 10.Z.28
Approved: APR 25 2018
TITLE:



RESOLUTION AUTHORIZING THE AMENDMENT OF A MEMORANDUM OF AGREEMENT WITH THE NEW JERSEY TURNPIKE AUTHORITY REGARDING THE CONSTRUCTION OF A BRIDGE OVER MILL CREEK TO CONNECT JERSEY AVENUE AND PHILLIP STREET

WHEREAS, the unimproved Jersey Avenue Right of Way located between Aetna Street and Johnston Avenue is impassable due to the crossing of Mill Creek; and

WHEREAS, the New Jersey Turnpike Authority (the "NJTA") and the City of Jersey City (the "City") intend to construct a new bridge and approximately 1,300 linear feet of new roadway in the unimproved portion of Jersey Avenue located between Aetna Street and Johnston Avenue (Project); and

WHEREAS, the Project will greatly improve and enhance the accessibility to multiple modes of transportation to this portion of Jersey Avenue; and

WHEREAS, after the completion of the Project, the City will maintain jurisdiction and control of this section of Jersey Avenue, including the bridge over Mill Creek; and

WHEREAS, in Resolution 15.052, the Municipal Council (the "Council") of the City of Jersey City authorized the execution of a Memorandum of Agreement with the NJTA for the Project; and

WHEREAS, the NJTA agreed to provide Ten Million Dollars (\$10,000,000.00) in funding towards the project; and

WHEREAS, the City agreed to pay for the cost of constructing the bridge that is in excess of the Ten Million Dollars (\$10,000,000.00) provided by the NJTA; and

WHEREAS, the estimate for the total Project cost is \$11,500,000.00 and the NJTA will be responsible for \$10,000,000.00 of the Project cost and the City will be responsible for up to \$3,000,000.00 of the Project cost as authorized by Resolution 18-349; and

TITLE: **APR 25 2018**

**RESOLUTION AUTHORIZING THE AMENDMENT OF A
MEMORANDUM OF AGREEMENT WITH THE NEW JERSEY
TURNPIKE AUTHORITY REGARDING THE CONSTRUCTION OF A
BRIDGE OVER MILL CREEK TO CONNECT JERSEY AVENUE AND
PHILLIP STREET**

WHEREAS, the NJTA will enter into a contract with a contractor for the construction of the Project; and

WHEREAS, the City and NJTA desire to amend the Memorandum of Agreement to reference the \$3,000,000 to be paid by the City; and

WHEREAS, the term of the Memorandum of Agreement shall be for the duration of the Project.


NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is hereby authorized to execute an amended Memorandum of Agreement with the NJTA for providing funding to construct a new bridge and approximately 1,300 linear feet of new roadway in the unimproved portion of Jersey Avenue located between Aetna Street and Johnston Avenue (Project) subject to the following minimum terms and conditions:
 - a. The term of the Agreement shall be effective upon execution of the Agreement by City officials and shall terminate upon completion of the Project;
 - b. The City shall contribute funds for the Project in the amount of up to \$3,000,000.00;
2. The Memorandum of Agreement shall be in substantially the form attached, subject to such modifications as the Corporation Counsel or the Business Administrator deems necessary or appropriate.

JMcK - 4/18/2017

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: 
Business Administrator


Corporation Counsel

Certification Required ☐

Not Required ☐

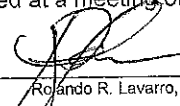
APPROVED **7-1**

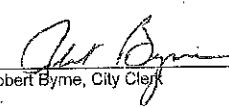
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON		✓		WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AMENDMENT OF A MEMORANDUM OF AGREEMENT WITH THE NEW JERSEY TURNPIKE AUTHORITY REGARDING THE CONSTRUCTION OF A BRIDGE OVER MILL CREEK TO CONNECT JERSEY AVENUE AND PHILLIP STREET

Project Manager

Department/Division	Administration/Engineering	
Name/Title	Joe Cunha	Chief Engineer
Phone/email	201-547-6986	jcunha@jcunj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The New Jersey Turnpike Authority (NJTA) and the City intend to construct a new bridge and approximately 1,300 linear feet of new roadway in the unimproved portion of Jersey Avenue located between Actna Street and Johnston Avenue (Project). The Project will greatly improve and enhance the accessibility to multiple modes of transportation to this portion of Jersey Avenue. After the completion of the Project, the City will maintain jurisdiction and control of this section of Jersey Avenue, including the bridge over Mill Creek. The estimate for the total Project cost is \$11,500,000.00. The NJTA will be responsible for \$10,000,000.00 of the Project cost and the City will be responsible for up to \$3,000,000.00 of the Project cost. The NJTA will enter into a contract with a contractor for the construction of the Project.

Cost (Identify all sources and amounts)

\$3,000,000.00

Contract term (include all proposed renewals)

For the duration of the project to construct a new bridge over Mill Creek and a new roadway portion of Jersey Avenue

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Division Director

Date

Signature of Department Director

Date

Memorandum of Agreement

By and Between

New Jersey Turnpike Authority

&

The City of Jersey City

List of Exhibits

Exhibit 1	Project Conceptual Plan/Aerial Overview
Exhibit 2	Turnpike Authority Phase D Plans (To be incorporated when available.)
Exhibit 3	Copy of the Authorizing Resolution by the Municipal Council of the City of Jersey City

Memorandum of Agreement

DESIGN/CONSTRUCTION COORDINATION BETWEEN THE NEW JERSEY TURNPIKE AUTHORITY AND THE CITY OF JERSEY CITY FOR THE CONSTRUCTION OF THE JERSEY AVENUE BRIDGE OVER THE MORRIS CANAL

This Memorandum of Agreement ("Agreement"), made this ____ day of _____, 2018 by and between the **NEW JERSEY TURNPIKE AUTHORITY**, a body corporate and politic of the State of New Jersey, having its principal office and place of business at 1 Turnpike Plaza, P.O. Box 5042, Woodbridge, New Jersey 07095-5042, hereinafter referred to as the "**Authority**," and the **CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey having its principal office and place of business at 280 Grove Street, Jersey City, New Jersey 07302, hereinafter referred to as the "**City**" (collectively, the "**Parties**").

WITNESSETH:

WHEREAS, Jersey Avenue and Phillip Street in Jersey City, Hudson County, New Jersey, are feeder roads to the New Jersey Turnpike and are owned and maintained by the City;

WHEREAS, the Parties agree that there is a need for a new vehicular bridge over the Morris Canal connecting Jersey Avenue and Phillip Street, with the existing pedestrian bridge crossing the Morris Canal to remain in place;

WHEREAS, a new vehicular bridge as contemplated above will benefit both the Authority and the City by contributing positively to the Authority's mission to provide safe, efficient movement of people and goods by providing a safe, quick, and convenient route for commuters, truckers, and recreational travelers every day;

WHEREAS, the Parties have discussed and agreed in principle to design and construct a new vehicular bridge over the Morris Canal connecting Jersey Avenue with Phillip Street (the "**Project**"), and wish to enter into an agreement regarding the design and construction of the Project; and

WHEREAS, the Parties are entering into this Agreement to set forth their respective rights, responsibilities, and financial obligations with respect to the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the **Authority** and the **City** agree as follows:

1. **Preambles.** The preambles of this Agreement are incorporated into and made a part of this Agreement as though set forth herein verbatim.

2. **Purpose and Coordination.**

a. The Authority agrees to fund and undertake all aspects of the Project, including, but not limited to, design, permitting, utility work, construction contracts, construction

supervision and overall Project management. The design, permitting, and Right-of-Way ("ROW") acquisition shall be performed under the Authority's Order for Professional Services ("OPS") No. T3548, Design Services for Contract No. T100.344, Jersey Avenue Vehicular Bridge over the Morris Canal. Utility work shall be performed through utility orders. Construction shall be performed under Contract No. T100.344 and construction supervision shall be performed under an assignment to a consultant of the Authority's sole choice that is chosen under a qualifications based procurement after the construction documents have been completed and all permits and ROW have been obtained. The total project cost to borne by the Authority shall not exceed TEN MILLION DOLLARS (\$10,000,000.00), which is approximately 77% of the total project cost. The total project cost to borne by the City shall not exceed THREE MILLION DOLLARS (\$3,000,000.00), which is approximately up to 23% of the total project cost. The THREE MILLION DOLLARS (\$3,000,000.00) of the City's funds shall be entered into an escrow account prior to bidding. This amount shall include all labor and equipment, and all permits required by any federal, state or local laws, administrative codes or applicable regulations. The PARTIES agree that the estimated total cost of the Project is subject to the issuance of any change orders related to minor modifications or unforeseeable problems, which are defined as conditions or circumstances that could not be foreseen at the time the contract specifications were written, made pursuant to N.J.A.C. 5:30-11.8(c) requiring the expenditure of reasonable additional amounts as may be deemed necessary to complete the Project, in the sole discretion of the Authority and subject to consultation with the City. The PARTIES agree that this Agreement must be amended if additional funds are needed for the Project. Any sums incurred above TEN MILLION DOLLARS (\$10,000,000.00) to be paid by the City's THREE MILLION DOLLARS (\$3,000,000.00) in the escrow account shall be invoiced to the City by the Authority and paid by the City either directly to the vendor or to the Authority, as the case may be, within thirty (30) days of the date of such invoice.

b. At the request of the City, the Authority shall cause its contractors to install on the bridge any additional items that are reasonable and shall not, in the sole judgment of the Authority, adversely affect the design of the Project, which may include but not be limited to a 20-inch water line. Such additional items are outside the scope of work contemplated in subparagraph (a) above and are considered a betterment, the cost of which shall be borne by the City. The Authority will invoice the City for any betterments undertaken by the Authority on the City's behalf and the City agrees to make payment to the Authority within forty-five (45) days of said invoice. All requests for additional items must be submitted to the Authority no later than ten (10) days' after written notice from the Authority's Chief Engineer that the plans for the Project are nearing completion for public-bidding purposes.

c. The Authority shall provide preliminary and final design plans to the City for its review and approval. A conceptual plan and project overview are attached hereto and made a part hereof as Exhibit 1. The Authority's Phase D plans attached hereto and made a part hereof as Exhibit 2 shall be approved and accepted by the City as part and parcel of the City's execution of this Agreement, and shall be conclusive evidence of its acceptance of the design and construction plans for the Project. The Authority shall submit the Phase D plans for advertising and public-bidding in accordance with the Authority's policy. The Project will then be constructed in accordance with the Phase D plans, subject to any amendments that may occur during the public-bidding process or change orders that are instituted after the public-bidding process has concluded.

d. The Authority shall obtain all required permits and approvals for the Project including, but not limited to, those that may be required by under the New Jersey Coastal Area

Facility Review Act (CAFRA), the New Jersey Department of Environmental Protection, the U.S. Army Corps of Engineers, the United States Coast Guard, and the New Jersey State Historic Preservation Office. The City shall provide to the Authority whatever assistance may reasonably be required in this effort. Notwithstanding the foregoing requirement of the Authority, it shall not be obligated to obtain any municipal land use approvals.

e. The City shall acquire at its own expense any ROW required for construction of the Project on any Real Property that is owned by the City or a private entity ("**Acquired Properties**"). The Authority shall have an exclusive and continuing right to access all Acquired Properties for the purpose of constructing the Project. It is expressly understood and agreed that all tools, equipment, and vehicles placed upon the Acquired Properties shall remain the property of the Authority, its successors and assigns, employees, agents, contractors and/or designees, as the case may be, and must be removed by the Authority, its successors and assigns, its agents, contractors, engineers, consultants and/or designees, as the case may be, within a reasonable period after the construction of the Project is completed. The City shall also provide or cause to be provided any Right-of-Entry ("**ROE**") permits on any Real Property that is owned by the City or a private entity and is required either permanently or temporarily for construction of the Project. The City shall obtain an appraiser to value the effected properties, for the purposes of engaging in bona fide negotiations or filing condemnation proceedings, in compliance with all federal, state, and local requirements and guidelines. At the request of the City, the Authority may help to secure the appropriate vendors to complete the appraisals to be used in bona fide negotiations or condemnation proceedings, at the City's expense.

f. The Authority shall help facilitate the City's acquisition, at the City's expense, any ROW required for construction of the Project on any Real Property that is owned by the State of New Jersey or any department, agency, or political subdivision of the State of New Jersey. Provided, however, that the Authority shall not be obligated to take title to any ROW required for construction of the Project or file any condemnation proceedings for same. The City shall also provide or cause to be provided any ROE permits on any Real Property that is owned by the State of New Jersey or any department, agency, or political subdivision of the State of New Jersey and is required either permanently or temporarily for construction of the Project.

g. The Parties further recognize and agree to implement by such resolutions, deeds, grants, and other documents and to take such administrative action as may be reasonably necessary to fulfill the purposes and intent of this Agreement within a reasonable time after execution of this Agreement by all parties.

h. The Authority's Chief Engineer shall send written notice to the City upon its determination that the Project is substantially complete. No later than thirty (30) days after the date of such notice, a final Inspection of the Project shall be scheduled ("**Final Inspection**"). The City shall be invited to attend said Final Inspection. The City will provide the Authority with a written list of structural or construction deficiencies ("**Deficiency Notice**"), if any, no later than thirty (30) days after the date of the Final Inspection ("**Deficiency Notice Period**"). The Authority shall cause the items listed in the Deficiency Notice to be corrected before acceptance of the Project by the City. Provided, however, if the Authority disagrees with any item identified in the Deficiency Notice, engineers, design consultants, and construction personnel from the Authority and the City shall meet to discuss such deficiency within ten (10) business days of the date of the Deficiency Notice and thirty (30) days thereafter, shall have agreed to a mutually agreeable

solution to same. In the event a mutually agreeable solution is not agreed upon, the Parties shall enter into binding arbitration pursuant to the rules of the American Arbitration Association. The arbitration shall occur in Trenton, New Jersey. If there is no Deficiency Notice sent by the City prior to the expiration of the Deficiency Notice Period, the City shall be deemed to have accepted the Project and shall, within ninety (90) days after the expiration of the Deficiency Notice Period, adopt an ordinance of the City Council accepting the dedication of the Project to the City.

i. The Authority shall provide the City with a copy of as-built construction plans at the completion of the Project.

3. **Jurisdiction and Maintenance.**

a. The City agrees to accept the improvements and to exercise exclusive jurisdiction, maintenance, and control over the improvements and all areas of the Project upon completion of construction, including, but not limited to, the bridge and retaining walls, and approach roadway related items, including, but not limited to, pavement, curb, traffic control devices/signalization, highway lighting, and drainage structures constructed under the Project. Upon acceptance of the improvements as evidenced by the adoption by the City of an ordinance accepting dedication of the Project, the City releases the Authority, without the need for any further documentation evidencing same, from any and all claims, costs, and damages resulting from the operation, maintenance, and control of the Project and shall indemnify and hold the Authority harmless from same. This provision shall survive the termination or expiration of this Agreement.

b. The term "exclusive jurisdiction, maintenance, and control" shall include, but not be limited to, responsibility for maintenance, repairs, snow removal, and emergency services including, but not limited to, maintenance of the roadway pavement, curbs, sidewalk, drainage, storm water basins, turf management, mowing, landscaping, fencing, berms, guide rail up to the structure, slopes of cut or fill associated with the roadway, pavement markings, delineators, signs, impact attenuators and/or crash cushions, lighting systems (lamps, poles, junction boxes, electrical system), litter patrol, policing, emergency services, and snow and ice removal.

4. **Further Assurances.** The Parties hereto agree to perform such acts (including, without limitation, executing and delivering instruments and documents) as may be reasonably necessary to fully effectuate the intent and purpose of this Agreement. Such instruments and documents shall not impose additional substantive obligations on a party beyond those contemplated by this Agreement.

5. **Binding Nature.** Each party hereto represents to the others that the execution of this Agreement and its performance hereunder have been duly authorized by all requisite action by it and that this Agreement sets forth its legal, valid, and binding obligations.

6. **Notices.** Notices and communications under this Agreement shall be in writing and sent via certified mail, return receipt requested, nationally recognized overnight courier or personal delivery and shall be directed as follows, or to such other address as the party receiving such notice shall have previously specified by notice to the party sending such notice:

If to the City:

Office of the City Clerk

City of Jersey City
280 Grove Street
Jersey City, New Jersey 07302
Attention: The City Clerk

If to the Authority: New Jersey Turnpike Authority
P.O. Box 5042
1 Turnpike Plaza
Woodbridge, New Jersey 07095-5042
Attn: Executive Director

with a copy to: New Jersey Turnpike Authority
P.O. Box 5042
1 Turnpike Plaza
Woodbridge, New Jersey 07095-5042
Attn: General Counsel

All notices shall be deemed to have been given on the date hand-delivered, three (3) business days after mailed by certified mail, and one (1) business day after delivered to a nationally recognized overnight courier for delivery the following business day.

7. **Assignment and Delegation.** Neither this Agreement nor any rights or obligations hereunder may be assigned or delegated by either party hereto without the written consent of the other parties hereto, and any assignment or delegation that is in violation of the terms of this Paragraph 7 shall be null and void and of no force or effect.

8. **No Individual Liability.** No commissioner, director, officer, official, agent or employee of any of the Parties hereto shall be held personally liable under any provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

9. **Partial Invalidity.** If any provisions of this Agreement shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it this Agreement would not have been made by the Parties, it shall not be deemed to form a part hereof but the balance of this Agreement shall remain in full force and effect.

10. **Entire Agreement.** This Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the Parties with respect to the Project and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the Parties and no change or modification, termination or discharge of this Agreement shall be effective unless in writing and signed by the party to be charged therewith.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey, without reference to choice of law principles.

12. **Indemnity.** The Authority shall indemnify, defend, protect, and save harmless the City, its officers, agents, and employees from and against any and all suits, claims, losses, demands, fees, costs of investigation, cost of defense, and damages of whatever kind or nature

arising out of any negligent act, error or omission by the contractor(s), its subcontractor(s), or employees arising out of any design, construction or supervision activities performed while on property owned and/or controlled by the City. The City shall indemnify, defend, protect, and save harmless the Authority, its officers, agents, and employees from and against any and all suits, claims, losses, demands, fees, costs of investigation, cost of defense, and damages of whatever kind or nature arising out of any negligent act, error or omission by its contractor(s), subcontractor(s), or employees arising out of any design, construction or supervision activities performed while on property owned and/or controlled by the Authority. The obligations of this paragraph shall survive the expiration, rescission and termination of this Agreement.

13. **Insurance.** The Authority shall cause its design consultant, construction supervision consultant and other consultants who perform work on the Project to provide insurance in conformance with the Authority's standard Order for Professional Services. The Authority shall cause its construction contractor(s) to maintain insurance in accordance with the most recent version of Standard Specification 106.20 of the Contract Documents, as amended, for the Project. The City shall be named as an additional insured to all such policies.

14. **Miscellaneous.**

a. The Parties shall cooperate in a timely manner with each other in all respects before and during the term of the Project as described in this Agreement, to facilitate the purpose and intent of this Agreement so that the Project may proceed as rapidly as possible.

b. If any dispute or difference shall arise among the Parties with respect to the terms of this Agreement, the Parties shall meet in an effort to resolve the dispute or difference.

c. This Agreement is subject to the approval of the Board of Commissioners of the Authority, and the expiration of the Governor's veto period of such approval, with no veto being exercised. The Parties, in entering into this Agreement, do not in any way limit their exclusive authority over all rights of way and improvements of any nature constructed within their respective rights of way or any other rights of way under their jurisdiction.

d. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns. This Agreement shall not be for the benefit of nor shall it bind any entity not a party to this Agreement.

e. This Agreement may be executed in identical counterparts, any or all of which may contain the signatures of fewer than all of Parties, but all of which shall be taken together as a single instrument.

f. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. Each party hereto agrees to accept and be bound by signatures to this Agreement that are sent via electronic mail, in portable document format.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

ATTEST:

CITY OF JERSEY CITY

By: _____
Robert Byrne
City Clerk

By: _____
Steven M. Fulop
Mayor

REVIEWED BY:

Jeremy Farrell
Corporation Counsel

NEW JERSEY TURNPIKE AUTHORITY

ATTEST:

By: _____
Kim Schurman
Secretary to the Authority

By: _____
John O'Hern
Acting Executive Director

REVIEWED BY:

Bruce A. Harris
General Counsel

Project Conceptual Plan/Aerial Overview

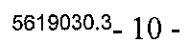


Exhibit 2

**Turnpike Authority Phase D Plans
[To be incorporated further when available.]**

The scope of the Services for the Project provided under this Agreement shall be publicly procured by the Authority and include but not be limited to the following:

- The installation of a new bridge structure to span the Mill Creek to improve and enhance the accessibility to multiple modes of transportation to this portion of Jersey Avenue.
- The construction of approximately 1,300 linear feet of new roadway to improve and enhance the accessibility to multiple modes of transportation to this portion of Jersey Avenue.
- The installation of a new protective guide rail and sidewalk along the roadway.
- The installation of pavement, curbing, sidewalk transitions and decorative lighting along the roadway.
- The installation of a new traffic signal at the intersection of Jersey Avenue/Phillip Street and Audrey Zapp Drive/Johnston Avenue.
- The work is more fully described in the Plans and Specifications prepared by Hardesty & Hanover, LLC, and reviewed with and by the New Jersey Turnpike Authority and the City of Jersey City, Division of Engineering, Traffic & Transportation.
- Upon completion of the Project the City of Jersey City shall thereafter be responsible for the maintenance of the Project Area.

Exhibit 3

Copy of the Authorizing Resolution by the Municipal Council of the City of Jersey City
[To be incorporated when available.]

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-417

Agenda No. 10.2.29

Approved: APR 25 2018

TITLE:



RESOLUTION AUTHORIZING THE DIVISION OF CITY PLANNING TO IMMEDIATELY UNDERTAKE THE RE-NAMING OF THE AREA CURRENTLY KNOWN AS THE "HUB" AS "JACKSON SQUARE"

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, the area roughly bounded by Orient Avenue to the south, Virginia Avenue to the north, Martin Luther King Drive to the west and Ocean Avenue in the east, is known as the "HUB"; and

WHEREAS, Thomas and John Vreeland Jackson were freed slaves who bought land in Greenville in 1831 and each built a house, one next to the other, on the property they bought together; and

WHEREAS, during the Civil War their homes became stops on the Underground Railroad; and

WHEREAS, the Jackson brothers also built a small street between their houses which became known as "Jackson Lane"; and

WHEREAS, "Jackson Lane" eventually became Jackson Avenue, and, following the assassination of Dr. Martin Luther King, Jr., Jackson Avenue was re-named Martin Luther King Drive; and

WHEREAS, the lives and legacy of the Jackson brothers should be honored in a public fashion by re-naming the "HUB" "Jackson Square"; and

WHEREAS, officially re-naming the area would require establishing boundaries for the Square and assigning new street addresses for the properties fronting the soon-to-be designated Jackson Square.

THEREFORE BE IT RESOLVED THAT the Division of City Planning is hereby directed to immediately begin planning for this new designation and to obtain any and all local, State and federal approvals necessary and appropriate to effectuate the change of street addresses.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 18-418

Agenda No. 10.Z.30

Approved: APR 25 2018

TITLE:

A RESOLUTION HONORING ANTHONY "TONY" JAMES BELLO FOR HIS DEDICATION TO THE COMMUNITY



COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, Anthony "Tony" James Bello was known as the "Mayor of Manhattan Avenue" and was highly devoted to the Jersey City community and especially to the youth of Jersey City; and

WHEREAS, Tony Bello was president and coach of Pershing Field Little League; Coach and board member of Pershing Field Babe Ruth Baseball League; Head Coach of the Jersey City Giants of the Build Better Boys Baseball League; and

WHEREAS, Tony Bello was also Assistant Football coach at Marist High School and Dickinson High School football programs and President of the St. Nicholas PTA; Proud member of the St. Nicholas Fathers' Club; and

WHEREAS, Tony Bello graduated from Jersey City State College in 1976, and became the director of the CETA program for the City of Jersey City; he was a dedicated teacher at the Hudson County Vocational School (now Hudson County Preparatory High School), St. Nicholas Grammar School, and Hoboken Catholic Academy; and

WHEREAS, Tony Bello is survived by his wife Catherine Bello, his beloved children Vin Bello and his wife Yvette, and Lisa Bello and her husband John Needham; his loving siblings Carmine Bello and Marie Magnotta; and his cherished grandchildren: Nicholas, Michael, and Dominick; and

WHEREAS, the City of Jersey City is proud to honor Anthony "Tony" James Bello with a memorial bench in Pershing Field in the heart of Jersey City; and

WHEREAS, the Memorial's inscription will read:

*In Honor of
Anthony "Tony" James Bello*

NOW THEREFORE BE IT RESOLVED that the Members of the Jersey City Municipal Council hereby honor Anthony "Tony" James Bello for his dedication and commitment to the community.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*

Business Administrator

[Signature]

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.25.18											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk